

# EXHIBIT 1

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

REALOGICHR LLC,

Plaintiff,

v.

CONTINENTAL CASUALTY COMPANY,  
D/B/A CNA,

Defendant.

CIVIL ACTION -LAW

Case No.: GD-22-

COMPLAINT

Filed on behalf of Plaintiff  
Counsel of Record for this party:

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AND

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**A JURY TRIAL IS DEMANDED**

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

REALOGICHR LLC,

CIVIL ACTION -LAW

Plaintiff,

Case No.: GD-22-

v.

CONTINENTAL CASUALTY COMPANY,  
D/B/A CNA,

Defendant.

**NOTICE TO DEFEND**

**You have been sued in court.** If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the Case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

**Lawyer Referral Service  
The Allegheny County Bar Association  
11<sup>th</sup> Floor Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 261-5555**

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

REALOGICHR LLC,

CIVIL ACTION -LAW

Plaintiff,

Case No.: GD-22-

v.

CONTINENTAL CASUALTY COMPANY,  
D/B/A CNA,

Defendant.

### **COMPLAINT**

AND NOW, comes the Plaintiff, RealogicHR LLC, by and through its undersigned counsel, and submits the following Complaint and in support thereof avers as follows:

#### **Parties**

1. RealogicHR LLC (hereinafter "Plaintiff") is a limited liability company with a business address of 938 Penn Avenue, Suite 800, Pittsburgh, PA 15222.
2. Continental Casualty Company (hereinafter "Defendant") is an insurance company with an address of 151 Franklin St., Chicago, IL 60606.

#### **Facts**

3. The Plaintiff incorporates the previous paragraphs by reference as if set forth at length herein.
4. The Plaintiff is in the business of providing staff augmentation in the form of temporary and permanent placements to a variety of healthcare sectors, including registered nurses, licensed practical nurses and certified nursing assistants.

5. The Plaintiff obtained an insurance policy from the Defendant with Policy Number CNP6025716265 (hereinafter the "Policy"). A true and correct copy of the Policy is attached hereto as **Exhibit A**.

6. The Policy covered the policy period from August 19, 2020 through August 21, 2022.

7. The claims at issue arise out of the conduct of two of Plaintiff's employees who were assigned to supplement the staff of an assisted nursing facility in Sarver, Pennsylvania.

8. The conduct at issue occurred during the time in which the Policy was in effect.

9. The employees who committed the acts at issue herein were a licensed practical nurse and certified nursing assistant.

10. The licensed practical nurse was accused of stealing medications intended for a particular patient, and the certified nursing assistant was accused of receiving and disseminating a video where that same patient was humiliated as a result of being asked by individuals who were not employed by the Plaintiff to read certain words from a card that those employees prepared.

11. An investigation of this matter, which included an investigation by the authorities as well as admissions by some of the parties involved and review of the video, determined that the licensed practical nurse employed by the Plaintiff stole oxycodone intended for the patient on multiple occasions, as well as an unspecified dosage of alprazolam.

12. The investigation further concluded that the certified nursing assistant received and further disseminated the video of the patient made by other caregivers at the facility who were not employed by the Plaintiff.

13. The family of the victim retained counsel who threatened legal action against the Plaintiff, going so far as to circulate a draft complaint which named, among others, the Plaintiff as a defendant.

14. Given the clear and undisputed evidence, the Plaintiff, together with the owner of the facility where the patient resided and the other staffing agencies named as defendants in the draft complaint, engaged in good faith negotiations with counsel for the patient.

15. Those negotiations avoided the filing of a lawsuit which added the potential for significant damages, including punitive damages, being awarded against the Plaintiff for the conduct of its two employees.

16. The Plaintiff and the other defendants named in the draft complaint were able to procure a favorable settlement of the claim and promptly paid the claim to avoid litigation and the risk of further damages being sustained.

17. The Settlement Agreement resolving the matter was entered into on March 11, 2022. A copy of the Settlement Agreement is not attached hereto given the confidential nature thereof. A copy of the Settlement Agreement has been provided to the Defendant previously and will be provided upon request.

18. The Plaintiff promptly notified the Defendant of the settlement.

19. On May 26, 2022, after repeated attempts by the Plaintiff to get a response, the Defendant denied the claim.

20. The claim submitted by the Plaintiff is clearly covered under the terms of the Policy.

21. The only reason given for the failure to honor the claim is that the settlement agreement was made prior to the Defendant's approval of the same.

22. This reason is insufficient for the denial of a claim. Pennsylvania law is clear that the function of a notice requirement is to protect the insurance company's interests from being prejudiced. Where the insurance company's interests are not harmed by late notice, even in the absence of extenuating circumstances to excuse the tardiness, the reason behind the notice condition is lacking, and as such, neither logic nor fairness relieve the insurer's liability under the policy. *See Nationwide Mutual Insurance Co. v. Lehman*, 743 A.2d 933 (Pa. Super. 1999).

23. The Defendant has suffered no prejudice by the late notice of the claim.

24. In fact, the Plaintiff's promptness in resolving the claim on favorable terms and conditions has benefited the Defendant substantially, as its legal exposure is substantially less than that it would otherwise have been required to pay.

**COUNT I: BREACH OF CONTRACT**

25. The Plaintiff incorporates the preceding paragraphs as if set forth at length herein.

26. The Plaintiff procured the Policy from the Defendant and paid consideration to the Defendant for the providing of the Policy.

27. The Policy, in part, has a Businessowners Liability Coverage Form Endorsement, as supplemented by its Blanket Additional Insured and Liability Extension Endorsement.

28. Pursuant to the terms of the Policy, including the foregoing endorsements, the Defendant is obligated to cover claims against the Plaintiff for “bodily injury”, which includes physical injury, humiliation, shock, mental anguish and mental injury.

29. The coverage under the Policy covers the very nature of the claims made against the Plaintiff.

30. The Defendant’s refusal to cover the claim is a breach of the Policy.

31. Furthermore, at the time the Plaintiff purchased the Policy, it was the Plaintiff’s reasonable expectation that claims of this nature would be covered.

32. The Defendant’s breach of the Policy has caused the Plaintiff to sustain damages in the amount of \$67,745.00, which is the amount that the Plaintiff was required to pay.

WHEREFORE, the Plaintiff respectfully requests that judgment be entered in its favor and against the Defendant in the amount of \$67,745.00, plus interest, costs of suit, and all other relief the Court deems fair and reasonable under the circumstances.

**COUNT II: BAD FAITH UNDER 42 PA. C.S. §8371 ET SEQ.**

33. The Plaintiff incorporates the proceeding paragraphs as if set forth at length herein.

34. The nature of the Policy placed the Defendant in the position of a fiduciary with respect to the determination and payments of benefits under the Policy.

35. The Defendant lacks a reasonable basis for denying the benefits to the Plaintiff under the Policy.



36. In fact, the Defendant has not investigated the claim but has summarily determined that it will not pay the benefits to the Plaintiff under the Policy.

37. The Defendant's failure to properly and timely administer and pay the Plaintiff's claims constitute bad faith insurance practices under Pennsylvania law and violates the fiduciary relationship created by the insurance contract by:

- a. Failing to timely and adequately respond to Plaintiff's claims submission;
- b. Unreasonably interpreting the insurance policy provision;
- c. Inadequately investigating the insured's claims made pursuant to the policy;
- d. Failing to conduct a good faith investigation into the Plaintiff's claims;
- e. Failing to deal fairly and in good faith with the Plaintiff;
- f. Unreasonably denying the claim for coverage; and
- g. Failing to pay a claim that is clearly covered by the Policy.

38. As a result of the Defendant's bad faith toward the Plaintiff, the Court may award damages which include interest at the prime rate of interest plus 3%, punitive damages and may assess court costs and attorneys' fees against the Defendant.

39. The Defendant's conduct has caused the Plaintiff to sustain damages in the amount of \$67,745.00, which is the amount of the claim at issue herein.

40. Plaintiff is entitled to an award of interest, attorneys' fees, court costs and punitive damages in accordance with 42 Pa. C.S. §8371 et seq.

WHEREFORE, the Plaintiff respectfully requests that judgment be entered in its

favor and against the Defendant in the amount of \$67,745.00, plus interest, costs of suit, punitive damages, attorneys' fees and all other relief the Court deems fair and reasonable under the circumstances.

Respectfully submitted,

/s/David L. Fuchs  
DAVID L. FUCHS  
PA I.D. #205694  
TERESA K. FUCHS  
PA I.D. #205696  
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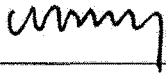
AND

BRUCE E. STANLEY  
PA I.D. #56840  
ALICIA M. SCHMITT  
PA I.D. #200970  
2424 Craftmont Ave.  
Pittsburgh, PA 15205  
(412) 401-4654 (phone)  
(412) 265-6015 (facsimile)  
bruce@stanleyschmitt.com

**VERIFICATION**

I verify that the statements of fact made in the foregoing **Complaint** are true and correct to the best of my knowledge, information and belief. I understand that these statements of fact are subject to the penalties of **18 Pa. C.S.A. Section 4904** relating to unsworn falsifications to authorities.

Date: 09.29.2022





## Policyholder Notice – Countrywide

## IMPORTANT INFORMATION

### REQUEST FOR JURISDICTIONAL INSPECTION OF PRESSURE EQUIPMENT

Many states and some cities issue certificates permitting the continued operation of certain equipment such as boilers, water heaters and pressure vessels. Periodic inspections are required to renew these certificates. In most jurisdictions, as part of an equipment breakdown policy, insurance company employees who have been licensed are authorized to perform these inspections.

**If:**

- You own/operate pressure equipment that requires a certificate from a state, county, city or parish to operate legally, and
- We insure that equipment under this Policy, and
- You would like CNA to perform the next required inspection:

**Then:**

Complete the form on page 2 and email, mail or fax as instructed:

**No need to call or respond if you do not have boilers or pressure vessels that require operating certificates.**

**BY EMAIL:** [EBinspections@cna.com](mailto:EBinspections@cna.com) (please scan the completed form and attach)

**BY MAIL:**

**BY FAX:** 609-524-3649

CNA Equipment Breakdown Risk Control  
184 Liberty Corner Road  
4<sup>th</sup> Floor, Suite 402  
Warren, NJ 07059

**BY PHONE:** call 866-262-0540 – press "4"

Questions or inquiries can be made via any of the above methods of communication.

**Please note the following:**

- Your jurisdiction(s) may charge you a fee for renewing a certificate. It is your responsibility to pay such a fee.
- If CNA is required to pay the fee on your behalf, CNA will invoice you to recover that fee.
- All the provisions of the INSPECTION AND SURVEYS condition apply to the inspections described in this notice.

**Failure to notify us can result in fines and penalties being issued to the equipment owner by the governing jurisdiction. CNA is not responsible for said fines or penalties.**

#### REMINDER

If new equipment is installed or old equipment replaced that requires a jurisdictional inspection, please let us know by transmitting the new information to the postal address/fax number/email address listed above and on the following page.

If this is a renewal and information (locations) has not changed, please disregard this notice.

If inspection and maintenance are outside of your area of responsibility, we would appreciate your forwarding this notice to the appropriate person. **If no response is received, we are assuming there are no jurisdictional objects at your location(s) and no inspections are required.**

**Note:** Jurisdictional inspections are not conducted outside of the United States, its territories, possessions, or Canada.

## EXHIBIT

A





## Policyholder Notice – Countrywide

### REQUEST FOR JURISDICTIONAL INSPECTION

Insured Name:

Facility/Location Name:

Policy Number:

Policy Term:

Contact Person & Title:

Contact Phone Number(s)—Office:

Cell:

Contact Email Address:

| Location Address <sup>1</sup> | City | State | Zip |
|-------------------------------|------|-------|-----|
| 1.                            |      |       |     |
| 2.                            |      |       |     |
| 3.                            |      |       |     |

| Equipment Type <sup>2,3,4</sup><br>(Boiler, Pressure Vessel) | Registration<br>Number<br>(State #) | Certificate Expiration<br>Date |
|--|-------------------------------------|--------------------------------|
|  |                                     |                                |
|  |                                     |                                |
|  |                                     |                                |
|  |                                     |                                |
|  |                                     |                                |

Completed By (Name & Date): \_\_\_\_\_

Telephone #/Email Address: \_\_\_\_\_

**BY EMAIL:** [EBinspections@cna.com](mailto:EBinspections@cna.com) (please scan the completed form and attach)

**BY MAIL:**

**BY FAX:** 609-524-3649

CNA Equipment Breakdown Risk Control  
184 Liberty Corner Road  
4<sup>th</sup> Floor, Suite 402  
Warren, NJ 07059

**BY PHONE:** call 866-262-0540 – press "4"

<sup>1</sup>If multiple objects and/or multiple locations, please list all required information on separate page(s).

<sup>2</sup>Boiler is defined as an enclosed vessel heated by fuel or electricity to produce steam or hot water.

<sup>3</sup>Pressure Vessel is defined as an enclosed vessel (tank) greater than 6 cubic feet (18 inches x 40 inches) to store liquid or gas under pressure for use when needed.

<sup>4</sup>LPG (ex: propane, propylene, butane & butylenes) Tank with vapor pressures not exceeding that allowed for commercial propane. California requirement only.



## Policy Holder Notice – Countrywide

# IMPORTANT INFORMATION

## NOTICE – OFFER OF TERRORISM COVERAGE; DISCLOSURE OF PREMIUM

**THIS NOTICE DOES NOT FORM A PART OF THE POLICY, GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

As used herein, 1) "we" means the insurer listed on the Declarations or the Certificate of Insurance, as applicable; and 2) "you" means the first person or entity named on the Declarations or the Certificate of Insurance, as applicable.

You are hereby notified that under the Terrorism Risk Insurance Act, as extended and reauthorized ("Act"), you have a right to purchase insurance coverage of losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, subject to all applicable policy provisions. The Terrorism Risk Insurance Act established a federal program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks.

This Notice is designed to alert you to coverage restrictions and to certain terrorism provisions in the policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

### CHANGE IN THE DEFINITION OF A CERTIFIED ACT OF TERRORISM

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Originally, the Act provided that to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest to coerce the government or population of the United States. However, the 2007 re-authorization of the Act removed the requirement that the act of terrorism must be committed by or on behalf of a foreign interest, and now certified acts of terrorism may encompass, for example, a terrorist act committed against the United States government by a United States citizen, when the act is determined by the federal government to be "a certified act of terrorism."

In accordance with the Act, we are required to offer you the ability to purchase coverage for losses resulting from an act of terrorism that is certified under the federal program. The other provisions of this policy, including nuclear, war or military action exclusions, will still apply to such an act.

### DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The Department of the Treasury will pay a share of terrorism losses insured under the federal program. In 2015, the federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention, and shall decrease by 1 percentage point per calendar year until equal to 80%.

### LIMITATION ON PAYMENT OF TERRORISM LOSSES

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

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## Policy Holder Notice – Countrywide

Further, this coverage is subject to a limit on our liability pursuant to the federal law where, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### CONFIRMATION OF ACCEPTANCE OF COVERAGE

In accordance with the Act, we offered you coverage for losses resulting from an act of terrorism that is certified under the federal program. This notice confirms that you have chosen to accept our offer of coverage for certified acts of terrorism. The policy's other provisions, including nuclear, war or military action exclusions, will still apply to such an act. The premium charge for terrorism coverage, if any, is shown separately on the Declarations or the Certificate of Insurance, as applicable.

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CNA Connect

New Business Declaration

|                      |   |                                  |
|----------------------|---|----------------------------------|
| <b>POLICY NUMBER</b> | <b>COVERAGE PROVIDED BY</b>   | <b>FROM - POLICY PERIOD - TO</b> |
| B 6025716265         | CONTINENTAL CASUALTY COMPANY<br>151 N Franklin<br>CHICAGO, IL 60606                                   | 08/19/2020 08/19/2021            |
|                      | <b>INSURED NAME AND ADDRESS</b><br>Reallogic HR<br>4826 LIBERTY AVE<br><br>PITTSBURGH, PA 15227       |                                  |
| <b>AGENCY NUMBER</b> | <b>AGENCY NAME AND ADDRESS</b>  |                                  |
| 059568               | CHAMBERS INSURANCE AGENCY INC<br>33 N. MAIN ST<br>WASHINGTON, PA 15301<br>Phone Number: (724)225-7450 |                                  |
| <b>BRANCH NUMBER</b> | <b>BRANCH NAME AND ADDRESS</b>  |                                  |
| 020                  | PITTSBURGH BRANCH<br>ONE PPG PLACE STE 2920<br>PITTSBURGH, PA 15222<br>Phone Number: (412)562-4100    |                                  |

This policy becomes effective and expires at 12:01 A.M. standard time at your mailing address on the dates shown above.

The Named Insured is a Limited Liability Company

Your policy is composed of this Declarations, with the attached Common Policy Conditions, Coverage Forms, and Endorsements, if any. The Policy Forms and Endorsement Schedule shows all forms applicable to this policy at the time of policy issuance.

The Estimated Policy Premium Is \$2,553.00

Terrorism Risk Insurance Act Premium \$38.00

Audit Period is Not Auditable





## POLICY NUMBER

B 6025716265

## INSURED NAME AND ADDRESS

Realogic HR  
 4826 LIBERTY AVE  
 PITTSBURGH, PA 15227

## PROPERTY COVERAGE

## LIMIT OF INSURANCE

The following deductible applies unless a separate deductible is shown on the Schedule of Locations and Coverage.

Deductible: \$1,000

Business Income and Extra Expense Coverage  
 Business Income and Extra Expense

12 Months Actual Loss Sustained

|  |          |
|--|----------|
| Business Income and Extra Expense - Dependent Properties | \$10,000 |
| Employee Dishonesty                                      | \$25,000 |
| Forgery and Alteration                                   | \$25,000 |

## LIABILITY COVERAGE

## LIMIT OF INSURANCE

|   |                              |
|---|------------------------------|
| Liability and Medical Expense Limit - Each Occurrence | \$1,000,000                  |
| Medical Expense Limit -- Per Person                   | \$10,000                     |
| Personal and Advertising Injury                       | \$1,000,000                  |
| Products/Completed Operations Aggregate               | \$2,000,000                  |
| General Aggregate                                     | \$2,000,000                  |
| Damage To Premises Rented To You                      | \$1,000,000                  |
| Data Breach Liability and Privacy Event Expense       |                              |
| Each Claim  | \$100,000                    |
| Aggregate   | \$100,000                    |
| Privacy Event Expense Limit                           | \$10,000                     |
| Retroactive Date: 09/01/2020                          |                              |
| Retention: \$1,000                                    |                              |
| Employment Practices/Fiduciary Liability              | Retroactive Date: 08/19/2020 |
| EPLI Deductible: \$2,500                              | \$100,000                    |
| Hired Auto Liability                                  | \$1,000,000                  |
| Nonowned Auto Liability                               | \$1,000,000                  |
| Miscellaneous Professional Liability                  | Retroactive Date: 08/19/2020 |
| Each Claim Limit                                      | \$1,000,000                  |
| Aggregate Limit                                       | \$1,000,000                  |

POLICY NUMBER  
B 6025716265

INSURED NAME AND ADDRESS  
Realogic HR  
4826 LIBERTY AVE  
PITTSBURGH, PA 15227

**SCHEDULE OF LOCATIONS AND COVERAGE**

LOCATION 1 BUILDING 1

4826 LIBERTY AVE STE 401  
PITTSBURGH, PA 15227

Construction: Joisted Masonry

Class Description: CONSULTANTS - BUSINESS MANAGEMENT ONLY

Inflation Guard 3%

**PROPERTY COVERAGE****LIMIT OF INSURANCE**

|  |             |
|--|-------------|
| Accounts Receivable  | \$25,000    |
| Building   | Not Covered |
| Business Personal Property   | \$25,000    |
| Electronic Data Processing   | \$50,000    |
| Equipment Breakdown  | \$25,000    |
| Fine Arts  | \$25,000    |
| Ordinance or Law - Demolition Cost, Increased Cost of Construction | \$25,000    |
| Seasonal Increase: 25%   |             |
| Sewer or Drain Back Up   | \$25,000    |
| Valuable Papers & Records  | \$25,000    |



POLICY NUMBER

B 6025716265

INSURED NAME AND ADDRESS

Realogic HR

4826 LIBERTY AVE

PITTSBURGH, PA 15227

LOSS PAYEE SCHEDULE

All loss payees as their interests may appear in the Covered Property.

The following provisions apply in accordance with the insurable interest of the loss payee: Loss Payee

Description of Property: Any Covered Property in which a loss payee, creditor or lender holds an interest, including any person or organization you have entered a contract with for the sale of Covered Property.

## POLICY NUMBER

B 6025716265

## INSURED NAME AND ADDRESS

Realogic HR  
4826 LIBERTY AVE  
PITTSBURGH, PA 15227

## FORMS AND ENDORSEMENTS SCHEDULE

The following list shows the Forms, Schedules and Endorsements by Line of Business that are a part of this policy.

## COMMON

| FORM NUMBER |         | FORM TITLE   |
|-------------|---------|--|
| CNA74598PA  | 07/2013 | Data Breach Liability - Pennsylvania Amendatory    |
| CNA74599PA  | 07/2013 | Miscellaneous Professional Liab - PA Amendatory    |
| CNA79203XX  | 06/2014 | Exclusion - Access or Disclosure of Confidential   |
| CNA80103XX  | 09/2014 | Primary and Non Contributory - Other Ins Condition |
| CNA81751XX  | 03/2015 | Cap on Losses from Certified Acts of Terrorism     |
| CNA85710XX  | 06/2016 | Unmanned Aircraft Exclusion Endorsement            |
| CNA92680XX  | 10/2019 | Non-Accumulation of Limits Endorsement             |
| SB147027B   | 07/2009 | Pennsylvania Changes                               |
| SB147030A   | 01/2006 | Pennsylvania Notice                                |
| SB147075A   | 01/2006 | Economic and Trade Sanctions Condition             |
| SB147082E   | 04/2014 | Businessowners Common Policy Conditions            |
| SB147086B   | 04/2010 | Loss Payable Provisions                            |

## COMMERCIAL PROPERTY

| FORM NUMBER |         | FORM TITLE   |
|-------------|---------|--|
| SB146801J   | 10/2019 | Businessowners Special Property Coverage Form      |
| SB146802F   | 10/2019 | Business Income and Extra Expense                  |
| SB146803A   | 01/2006 | Seasonal Increase                                  |
| SB146804A   | 01/2006 | Arson and Theft Reward                             |
| SB146805B   | 06/2016 | Claim Data Expense                                 |
| SB146806B   | 01/2008 | Debris Removal                                     |
| SB146807F   | 10/2019 | Employee Dishonesty                                |
| SB146808A   | 01/2006 | Expediting Expenses                                |
| SB146809C   | 07/2009 | Fine Arts  |
| SB146810A   | 01/2006 | Fire Department Service Charge                     |
| SB146811A   | 01/2006 | Fire Protective Equipment Discharge                |
| SB146812D   | 10/2019 | Forgery and Alteration                             |
| SB146813B   | 01/2008 | Newly Acquired or Constructed Property             |
| SB146814B   | 03/2006 | Ordinance or Law                                   |
| SB146815A   | 01/2006 | Outdoor Trees, Shrubs, Plants and Lawns            |
| SB146816A   | 01/2006 | Pollutant Clean Up and Removal                     |
| SB146817A   | 01/2006 | Preservation of Property                           |
| SB146818A   | 01/2006 | Temporary Relocation of Property                   |
| SB146819A   | 01/2006 | Water Damage, Other Liquids, Solder, Molten Damage |
| SB146820C   | 06/2011 | Accounts Receivable                                |
| SB146821A   | 01/2006 | Appurtenant Buildings and Structures               |
| SB146822A   | 01/2006 | Building Glass                                     |
| SB146823C   | 10/2019 | Business Income Extra Expense - Dependent Property |
| SB146824B   | 01/2008 | Business Income Extra Expense-Newly Acquired Locs  |
| SB146825C   | 06/2011 | Business Personal Property Off Premises            |
| SB146826C   | 10/2019 | Civil Authority                                    |
| SB146827F   | 06/2011 | Electronic Data Processing                         |
| SB146828E   | 04/2014 | Equipment Breakdown                                |
| SB146830B   | 01/2008 | Money Orders and Counterfeit Paper Currency        |
| SB146831B   | 06/2011 | Nonowned Detached Trailers                         |
| SB146832B   | 01/2008 | Ordinance or Law-Increased Period of Restoration   |
| SB146833A   | 01/2006 | Outdoor Property                                   |
| SB146834A   | 01/2006 | Personal Effects                                   |
| SB146835A   | 01/2006 | Signs  |

**POLICY NUMBER**

B 6025716265

**INSURED NAME AND ADDRESS**

Realogic HR  
4826 LIBERTY AVE  
PITTSBURGH, PA 15227

**FORMS AND ENDORSEMENTS SCHEDULE****COMMERCIAL PROPERTY**

| FORM NUMBER |         | FORM TITLE   |
|-------------|---------|--|
| SB146836A   | 01/2006 | Spoilage Consequential Loss                        |
| SB146837A   | 01/2006 | Theft Damage to Rented Property                    |
| SB146838C   | 06/2011 | Valuable Papers and Records                        |
| SB146839F   | 06/2011 | Sewer or Drain Back Up                             |
| SB146936A   | 01/2006 | Inflation Guard                                    |
| SB147084B   | 07/2009 | Fungi, Wet Rot, Dry Rot and Microbe Exclusion      |
| SB300129C   | 10/2019 | Targeted Hacker Attack                             |
| SB300179H   | 10/2019 | Choice Endorsement                                 |
| SB300456A   | 07/2007 | Concurrent Causation, Earth Movmnt, Water Excl Chg |
| SB300596A   | 01/2008 | Identity Theft/Recovery Services Endorsement       |


**COMMERCIAL GENERAL LIABILITY**

| FORM NUMBER |         | FORM TITLE                                       |
|-------------|---------|--|
| CNA73343XX  | 05/2013 | Data Breach Liab and Privacy Event Exp Cov Form  |
| CNA73844XX  | 06/2013 | Miscellaneous Professional Liability             |
| CNA73849XX  | 06/2013 | Prof Services Endt - Consulting Services         |
| SB146902G   | 06/2016 | Hired Auto and Non-owned Auto Liability          |
| SB146932G   | 10/2019 | Blanket Additional Insured - Liability Extension |
| SB147079A   | 01/2006 | War Liability Exclusion                          |
| SB147080B   | 10/2019 | Exclusion - Silica                               |
| SB147081B   | 10/2019 | Exclusion - Respirable Dust                      |
| SB147083C   | 10/2019 | Fungi/Mold/Mildew/Yeast/Microbe Exclusion        |
| SB147088A   | 01/2006 | Exclusion - Asbestos                             |
| SB147089A   | 01/2006 | Employment - Related Practices Exclusion         |
| SB300000D   | 04/2014 | Businessowners Liability Coverage Form           |
| SB300441A   | 01/2007 | Fiduciary Liability Coverage Form                |
| SB300449A   | 01/2007 | Single Limit of Insurance Endorsement            |
| SB300450A   | 01/2007 | Employment Practices Liability Coverage Form     |
| SB300849A   | 07/2009 | Recd and Distribution of Material or information |

\*\*\* PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY \*\*\*

| FORM NUMBER |         | FORM TITLE  |
|-------------|---------|---|
| CNA62823XX  | 07/2017 | Req For Jurisdictional Inspection Of Pressure Equip |
| CNA81758XX  | 03/2015 | Notice - Offer of Terrorism Disclosure of Premium   |
| CNA95404XX  | 03/2019 | CNA Coverage Form                                   |

Countersignature

  
Chairman of the Board

  
Secretary



## DATA BREACH LIABILITY AND PRIVACY EVENT EXPENSE COVERAGE FORM

THIS COVERAGE FORM APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. CLAIMS MADE UNDER THIS COVERAGE FORM MUST BE REPORTED IN ACCORDANCE WITH THE SECTION ENTITLED ADDITIONAL TERMS AND CONDITIONS, THE PARAGRAPH ENTITLED NOTICE/DATE OF CLAIM/INTERRELATED CLAIM CLAUSE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AGAINST THE INSURED AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT THAT, THE EXTENDED REPORTING PERIOD APPLIES. DEFENSE COSTS REDUCE THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

For purposes of this Coverage Form, words in bold, whether expressed in the singular or the plural, have the meaning set forth below in the Section entitled **DEFINITIONS**, even if otherwise defined in the Policy.

Furthermore, the terms and conditions set forth below in the Section entitled **ADDITIONAL TERMS AND CONDITIONS** apply only to this Coverage Form and supplement those set forth in the **BUSINESSOWNERS COMMON POLICY CONDITIONS**, which shall continue to apply to this Coverage Form. However, if any terms and conditions set forth in the Section of this Coverage Form entitled **ADDITIONAL TERMS AND CONDITIONS** are inconsistent with or in conflict with those set forth in the **BUSINESSOWNERS COMMON POLICY CONDITIONS**, the terms and conditions set forth in this Coverage Form shall control for purposes of this Coverage Form.

### COVERAGES

#### **A. Insuring Agreement**

The Insurer will pay those sums that the **Insured** becomes legally obligated to pay as **loss** because of any covered **claim** for **privacy injury** by reason of a **wrongful act** by the **Insured** or by someone for whom the **Insured** is legally responsible, provided that:

1. prior to the inception date of this Policy, or the first data beach liability policy issued and continuously renewed by any insurer, of which this Policy is a replacement or renewal, whichever is earlier:
  - a. no **Insured** gave notice to any prior insurer of such **claim** or any **related claim**;
  - b. no **Insured** gave notice to a prior insurer of any such **wrongful act** or any **interrelated wrongful act**; and
  - c. no **Insured** had a basis to believe that any such **wrongful act**, or any **interrelated wrongful act**, might reasonably be expected to be the basis of such **claim**;
2. the **wrongful act** occurred on or after the retroactive date for the Data Breach Liability and Privacy Event Expense Coverage Form as set forth in the Declarations and prior to the end of the **policy period**; and
3. such **claim** is reported in accordance with the Section entitled **ADDITIONAL TERMS AND CONDITIONS**, the paragraph entitled **NOTICE/DATE OF CLAIM/INTERRELATED CLAIM CLAUSE**.

#### **B. Supplementary Payments**

The Insurer will pay the **Insured** for **privacy event expenses**, in excess of any retention and up to the applicable limit of liability, it incurs to directly respond to a **privacy event** first discovered by an **executive** during the **policy period**, provided, that all **privacy event expenses** must be:

1. reported to the Insurer, in accordance with the paragraph entitled **Duties in the Event of a Privacy Event**;
2. incurred within twelve months following the date that the **Insured** reports the event to the Insurer; and,
3. consented to in advance in writing by the Insurer (such consent not to be unreasonably withheld).

### EXCLUSIONS

The Insurer shall not be liable to pay any **loss** under this Coverage Form in connection with any **claim** made against any **Insured**:

#### **A. Assumed Liability**

based upon or arising out of any assumption of the liability of others under any contract or agreement;

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**B. Deliberate Acts/Commingling or Misappropriation of Funds**

based upon or arising out of any actual or alleged: dishonest, fraudulent, criminal or malicious act or omission; commingling, misappropriation or misuse of funds; or intentional wrongdoing or knowing violation of any contract or agreement by any **Insured** if a final judgment, ruling or other finding of fact in any proceeding establishes that such act, omission, commingling, misappropriation, misuse or intentional wrongdoing was committed. The Insurer will not defend any criminal act which was the subject of a criminal prosecution in which the **Insured** was found guilty or pleaded guilty, nolo contendere or no contest. Criminal proceedings are not covered under this Policy regardless of the allegations made against any **Insured**.

For purposes of determining the applicability of this Exclusion:

1. the facts pertaining to and knowledge possessed by any natural person **Insured** shall not be imputed to any other natural person **Insured**; and
2. only facts pertaining to and knowledge possessed by any **executive** shall be imputed to the **Insured Entity**;

**C. ERISA or any Similar Act**

for any actual or alleged violation of the responsibilities, obligations or duties imposed upon fiduciaries by **ERISA** or any similar act;

**D. Governmental Actions**

based upon or arising out of any action or order by any domestic or foreign law enforcement, administrative, regulatory or judicial body or other governmental authority, to ban, limit or restrict access to, or provide access to, or intercept, confiscate, monitor or analyze, the **network** or any data, software or other information stored or processed on, or transmitted to or from, the **network**, whether authorized by the **Insured** or not, including without limitation, interception, monitoring, or analysis by the NSA, CIA or FBI, or under the Foreign Intelligence Surveillance Act, the USA Patriot Act or any other domestic or foreign law, regulation or order.

**E. Patent Infringement**

based upon or arising out of actual or alleged misappropriation or infringement of patent;

**F. Securities Claims**

based upon or arising out of:

1. the filing of any registration statement under the Securities Acts of 1933, or the Securities Exchange Act of 1934, any State Blue Sky Law, or any other state or local securities law; or
2. the Securities Act of 1933, the Securities and Exchange Act of 1934, rules or regulations of the Securities Exchange Commission under either or both acts, similar securities laws or regulations of state, or any laws of any state relating to any transaction arising out of, involving, or relating to the public offering of securities;

**G. Unfair Competition/Antitrust Claims /RICO Claims**

based upon or arising out of:

1. unfair competition, dilution, deceptive trade practices, civil actions for consumer fraud;
2. charges of price fixing, monopolization or restraint of trade;
3. any actual or alleged violation of:
  - a. the Federal Trade Commission Act;
  - b. the Sherman Act, the Clayton Act, or any federal statutory provision regarding anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade;
  - c. the Racketeer Influenced and Corrupt Organizations Act; or
  - d. any rules or regulations promulgated under or in connection with the above statutes, or any similar provision of any state, federal or local statutory law or common law;
4. false or deceptive advertising or misrepresentation in advertising;

**H. Unsolicited Communication**

based upon or arising out of:

1. any actual or alleged violation of any federal or state anti-spam statute or regulation, including the CAN-SPAM Act of 2003, as amended; or
2. any actual or alleged violation of any federal or state statute or regulation prohibiting the dissemination of unsolicited electronic communications to multiple third parties, including any violation of the Telephone Consumer Protection Act of 2001, as amended;

#### **I. Wrongful Employment Practice /Discrimination/Harassment**

based upon or arising out of any actual or alleged employment practice, discrimination, humiliation, harassment or misconduct that includes, but is not be limited to, **claims** based upon an individual's race, creed, color, age, sex, national origin, religion, handicap, marital status or sexual preference.

#### **DEFINITIONS**

**Application** means all signed applications for this Policy and for any policy in an uninterrupted series of policies issued by the Insurer or any affiliate of the Insurer of which this Policy is a renewal or replacement. **Application** includes any materials submitted or required to be submitted therewith. An "affiliate of the Insurer" means an insurer controlling, controlled by, or under common control with, the Insurer.

**Claim** means:

- A. a written demand for monetary damages or non-monetary relief (including demands for injunctive or declaratory relief) against an **Insured** alleging a **wrongful act**, which **claim** shall be deemed made on the date of the **Insureds'** receipt of such written demand; or
- B. a **privacy regulation proceeding**, against an **Insured**, alleging a **wrongful act**, including any appeal therefrom. Such **claim** shall be deemed made on the earliest of the date of service upon or other receipt by any **Insured** of a complaint, written notice of subpoena, or similar document of service in such proceeding, or arbitration;
- C. a written request received by the **Insured** to toll or waive a statute of limitations in connection with a **claim** as defined in paragraph A. and B., which **claim** shall be deemed made on the date of the **Insureds'** receipt of such written request.

However, a **claim** does not include any criminal proceeding or criminal or civil investigation. Nor does **claim** include any regulatory proceeding except if the regulatory proceeding is a **privacy regulation proceeding**.

**Defense Costs** means:

- A. all fees charged by attorneys designated by the Insurer;
- B. all reasonable and necessary:
  1. fees charged by attorneys designated by the **Insured Entity** with the Insurer's written consent; and
  2. fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim** if incurred by the Insurer, or by an **Insured** with the Insurer's written consent, including the costs of appeal, attachment or similar bonds. The Insurer shall have no obligation to provide such bonds.

However, **defense costs** does not include salaries, wages, fees, overhead or benefit expenses associated with the **Insured Entity's** directors, officers, employees, nor do **defense costs** include any fees or expenses of any third party contractors hired by an **Insured** to assist in any defense related activity.

**Domestic Partner** means any spouse and any person qualifying as a domestic partner under any federal, state or local laws or under the **Insured Entity's** employee benefit plans.

**Employee** means all of the **Insured Entity's** past, present or future full-time or part-time employees, including seasonal and temporary employees and employees leased or loaned to the **Insured Entity**. **Employee** does not include any independent contractor.

**ERISA or any Similar Act** means the Employee Retirement Income Security Act of 1974, as amended or any similar common or statutory law of the United States, Canada or their states, territories or provinces or any other jurisdiction anywhere in the world.

**Executive** means any of the **Insured Entity's** past, present or future:

- A. duly elected or appointed directors, officers, trustee governors or **managers**;
- B. management committee members if the **Insured Entity** is a joint venture; or





C. officials, if the **Insured Entity** is organized and operated in a **foreign jurisdiction**, who are holding a position that is equivalent to an executive officer position listed in A. above.

**Foreign Jurisdiction** means any jurisdiction, other than the United States or any of its territories or possessions.

**Insured** means the **Insured Person** and the **Insured Entity**.

**Insured Entity** means the **Named Insured** and any **subsidiary** including any such entity as a debtor in possession under United States bankruptcy law or an equivalent status under the law of any other country.

**Insured Person** means **executives** and **employees** of the **Insured Entity**. **Insured Person** includes an independent contractor of the **Insured Entity**.

**Interrelated Wrongful Acts** means **Wrongful Acts** which are logically or causally connected by reason of any common fact, circumstance, situation, transaction or event.

**Loss** means awards, settlements, judgments (including any award of pre-judgment and post-judgment interest on a covered judgment) and **defense costs** for which any **Insured** is legally obligated to pay on account of a covered **claim**.

However, **Loss** does not include:

- A. any amount for which an **Insured** is absolved from payment by reason of any covenant, agreement or court order;
- B. any matters which are uninsurable under the law pursuant to which this Policy shall be construed;
- C. civil or criminal fines, penalties, taxes, sanctions or forfeitures, imposed on an **Insured** whether pursuant to law, statute, regulation or court rule civil or criminal fines;
- D. fees, costs and expenses paid or incurred or charged by any **Insured**, no matter whether claimed as restitution of specific funds, financial loss, set-off or paid in the form of service credits or other non-cash consideration by the **Insured**;
- E. liquidated damages pursuant to a written contract or agreement in excess of the **Insured's** liability caused by the **wrongful act**;
- F. funds, monies, or securities that an **Insured** transferred or failed to transfer;
- G. the cost of any non-monetary relief, including without limitation any costs associated with compliance with any injunctive relief of any kind or nature imposed by any judgment or settlement; or
- H. the fees, costs and expenses, including refund of any money, incurred to comply with a warranty or guarantee.

Notwithstanding paragraph B. above, **loss** shall include (subject to this Policy's other terms, conditions and limitations), punitive and exemplary damages and the multiplied portion of multiplied awards. Enforceability of this paragraph shall be governed by such applicable law that most favors coverage for such punitive, exemplary and multiplied amounts. As used herein, "applicable law" means the law of any of the following jurisdictions:

- 1. where the **claim** seeking such **loss** is brought or where such **loss** are awarded or imposed;
- 2. where the **wrongful act** giving rise to the **claim** occurred;
- 3. where the **Insureds**, subject to such **loss**, are incorporated, have their principal place of business or reside; or
- 4. where the Insurer is incorporated or its principal place of business.

**Management Control** means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; the management committee members of a joint venture; or the members of the management board of a limited liability company; or
- B. having the right, pursuant to written contract or the **Insured Entity's** by-laws, charter, operating agreement or similar documents, to elect, appoint or designate a majority of the Board of Directors of a corporation; the management committee of a joint venture; or the management board of a limited liability company.

**Manager** means any manager, member of the Board of Managers or equivalent **executive** of the **Insured Entity** if such **Insured Entity** is a limited liability company.

**Named Insured** means the person or entity named as such in the Policy Declarations.

**Network** means a party's local or wide area network owned or operated by or on behalf of or for the benefit of that party; provided, however, **network** shall not include the internet, telephone company networks, or other public infrastructure network (collectively "public infrastructure network") unless such public infrastructure network is operated and controlled exclusively by the **Insured Entity**.

**Nonpublic Personal Information** means two or more elements of information not available to the general public from which an individual may be identified, including without limitation, an individual's name, address, telephone number, social security number, account relationships, account numbers, account balances, and account histories.

**Policy Period** means the period of time from the effective date and time of this Policy to the date and time of termination as shown in the Declarations, or its earlier cancellation date.

**Policy Premium** means the original premium and the fully annualized amount of any additional premiums, other than the Extended Reporting Period premium, charged by the Insurer before or during the **policy period**.

**Privacy Event** means the **Insured's** discovery of, or the reasonable belief of an **executive** that:

- A. an unauthorized disclosure of, inability to access, inaccuracy in, or the **Insured's** failure to prevent unauthorized access to, **nonpublic personal information**; or,
- B. the **Insured's** failure to implement and maintain procedures designed to protect **nonpublic personal information** from unauthorized use or disclosure.

**Privacy Event Expenses** means:

- A. all reasonable and necessary fees, costs and expenses incurred by the **Insured Entity** to directly effect compliance with a **security breach notice law**, notification and credit monitoring;
- B. all reasonable and necessary fees, costs and expenses incurred by the **Insured Entity** to retain a crisis management firm, public relations firm or law firm to attempt to minimize potential negative media publicity arising from a **privacy event**.

**Privacy Injury** means:

- A. any unauthorized disclosure of, inability to access, inaccuracy in, or the **Insured's** failure to prevent unauthorized access to, **nonpublic personal information**; or,
- B. the **Insured's** failure to implement and maintain procedures designed to protect **nonpublic personal information** from unauthorized use or disclosure,

in violation of any federal, state, foreign or other law, statute or regulation governing the confidentiality, integrity, or accessibility of non-public personal information, including but not limited to the Health Insurance Portability and Accountability Act of 1996, Gramm-Leach-Bliley Act, Children's Online Privacy Protection Act, the EU Data Protection Act, or the Fair and Accurate Credit Transactions Act.

**Privacy Regulation Proceeding** means a civil, administrative or regulatory proceeding against an **Insured** by a federal, state or foreign governmental authority alleging a violation of any **security breach notice law** or any law, statute or regulation governing the confidentiality, integrity or accessibility of **nonpublic personal information**.

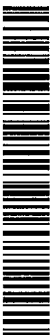
**Related Claims** means all **claims** arising out of a single **wrongful act** or arising out of **interrelated wrongful acts**.

**Security Breach Notice Law** means any statute or regulation that requires an entity storing **nonpublic personal information** to provide notice to specified individuals of any actual or potential security breach with respect to such **nonpublic personal information**.

**Single Loss** means all **Loss** arising from each **Claim**.

**Subsidiary** means:

- A. any entity (other than a partnership) in which the **Named Insured** has **Management Control** directly or indirectly through one or more other **Subsidiaries**:
  - 1. on or before the effective date of this Policy; or
  - 2. after the effective date of this Policy by reason of being created or acquired by the **Named Insured** and any **Subsidiary** after such date, if and to the extent coverage with respect to the entity is afforded pursuant to the Section entitled **ADDITIONAL TERMS AND CONDITIONS**, the paragraph entitled **COVERAGE FOR NEW SUBSIDIARIES**; or



- B. any not-for-profit entity under section 26 U.S.C. §501(c)(3), (4), (6), (7), and (10), as amended, sponsored exclusively by any **Insured Entity** or any Political Action Committee formed by any **Insured Entity**.

**Takeover** means:

- A. the acquisition by another entity or person, or group of entities or persons acting in concert, of:
1. the management control of the **Named Insured**; or
  2. assets of **Named Insured** resulting in the ownership of more than 50% of the total consolidated assets of the **Named Insured** as of the date of the **Named Insured's** most recent audited consolidated financial statement prior to such acquisition;
- B. the merger of the **Named Insured** into another entity such that the **Named Insured** is not the surviving entity; or
- C. the consolidation of the **Named Insured** with another entity.

**Wrongful Act** means any actual or alleged act, error, omission, neglect or breach of duty.

#### **ADDITIONAL TERMS AND CONDITIONS**

##### **A. APPLICATION**

1. The **Insureds** represent and acknowledge that the statements contained in the **Application** (which shall be maintained on file by the Insurer and be deemed attached to and incorporated into this Policy as if physically attached), are true and are the basis of this Policy and are to be considered as incorporated into and constituting a part of this Policy. This Coverage Form is issued in reliance upon the truth of such representations.
2. In the event the **Application** contains any misrepresentation or omission made with the intent to deceive, or which materially affects either the acceptance of the risk or the hazard assumed by the Insurer under the Policy then this Coverage Form shall be voided as to:
  - a. the **Insured Entity**, if the Chief Executive Officer, Chairperson, Chief Financial Officer, President (or any equivalent position), or the signer of the **Application** knew of such misrepresentation or omission and,
  - b. any **Insured Persons** who knew of such misrepresentation or omission. Such knowledge shall not be imputed to any other **Insured Persons**.

##### **B. BANKRUPTCY**

Bankruptcy or insolvency of any **Insured** shall not relieve the Insurer of any of its obligations under this Coverage Form.

##### **C. CHANGE OF STATUS OF INSURED**

###### **1. Takeover of the Named Insured**

In the event of a **takeover** of the **Named Insured**, coverage under this Coverage Form shall continue until this Policy expires or is otherwise terminated, but only with respect to **wrongful acts** that take place before the effective date of the **takeover**, unless:

- a. the Insurer is notified in writing of the **Takeover** prior to the **Takeover** effective date and agrees in writing to provide coverage for **Wrongful Acts** occurring on or after such effective date, and
- b. the **Named Insured** accepts any special terms, conditions, exclusions or additional premium charge required by the Insurer.

###### **2. Cessation of Subsidiary**

If any **Insured Entity** ceases to be a **subsidiary**, coverage under this Coverage Form shall continue for such **subsidiary** but only for **wrongful acts** by such **subsidiary** or any **Insured Person** of such **subsidiary** occurring prior to the date such **Insured Entity** ceased to be a **subsidiary**.

##### **D. COVERAGE FOR NEW SUBSIDIARIES**

1. If, after the effective date of this Policy:
  - a. an **Insured Entity** creates or acquires a privately held entity, or
  - b. an **Insured Entity** merges with another privately held entity such that an **Insured Entity** is the surviving entity,

then such entity, and any subsidiaries, directors, officers, trustees or employees of such entity who otherwise would thereby become an **Insured**, shall be automatically covered under this Coverage Form, subject to its terms and conditions.

2. There shall be no coverage for any **wrongful act** by such created, acquired or merged entity, or by any persons or entities considered to be **Insureds** pursuant to sub-paragraph 1. of this paragraph D., where such **wrongful act** occurred in whole or in part before the effective date of such acquisition or merger or for any **wrongful act** occurring on or after such date which, together with any **wrongful acts** occurring before such date, would be considered **interrelated wrongful acts**.

## E. DEFENSE AND MEDIATION

### 1. Defense of Claims

The Insurer has the right and duty to defend all **claims** even if the allegations are groundless, false or fraudulent. The Insurer shall have the right to appoint counsel and to make such investigation and defense of a **claim** as it deems necessary. Alternatively the Insurer may at its option, give its written consent to the defense of any such **claim** by the **Insureds**. The Insurer's obligation to defend any **claim** or pay any loss, including **defense costs**, shall be completely fulfilled and extinguished if the applicable limit of liability has been exhausted by payment of **loss**.

### 2. Mediation

If, prior to institution of arbitration proceedings or service of suit or within sixty (60) days of the institution of such proceedings or service of suit, the Insurer and the **Named Insured** agree to use a process of non binding intervention by a neutral third party to resolve any **Claim** reported to the Insurer, and if such **Claim** is resolved through such process, the Insurer will reduce the retention applicable to such **Claim** by fifty percent or ten thousand dollars (\$10,000.00), whichever is less.

### 3. Admission

The **Insureds** shall not admit liability, consent to any judgment, agree to any settlement or make any settlement offer without the Insurer's prior written consent, such consent not to be unreasonably withheld. The Insurer shall not be liable for any **Loss** to which it has not consented. The **Insureds** agree that they shall not knowingly take any action which increases the Insurer's exposure for **Loss** under this Coverage Form.

### 4. Payment of Loss in Excess of Retentions

The Insurer is liable to pay only that amount of a covered **single loss** in excess of the applicable retention, if any, up to the applicable limit of liability. The retention shall be uninsured.

## F. ESTATES

The estates, heirs, legal representatives and any **domestic partner** of a natural person **Insured** shall be insured under this Policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and **domestic partners** only for a **claim** arising solely out of their status as such and, in the case of a **domestic partner**, where such **claim** seeks **loss** from marital community property, jointly held property or property transferred from such Insured to the **domestic partner**. No coverage is provided for any act, error or omission of an estate, heir, legal representative or **domestic partner**. All terms and conditions of this Policy, including without limitation the retention, applicable to **loss** or **defense costs** incurred by the **Insured** shall also apply to **loss** and **defense costs** incurred by such estates, heirs, legal representatives, assigns, spouses and **domestic partners**.

## G. EXTENDED REPORTING PERIOD

### 1. Optional Extended Reporting Period

If the **Named Insured** cancels or non-renews this Policy or if the Insurer decides not to offer any renewal terms for this Policy, the **Named Insured** shall have the right to purchase, upon payment of an additional premium, an extension of this Coverage Form immediately following the end of the **policy period**, but only with respect to any **wrongful act** committed before the earlier of the end of the **policy period** or the effective date of any **takeover**. The additional premium for such extension is a percentage of the total **policy premium** for this Coverage Form attributable to the **policy period** in effect upon such cancellation or non-renewal.

This period shall be referred to as the Extended Reporting Period.

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**2. Payment of Extended Reporting Period Premium**

As a condition precedent to the right to purchase the Extended Reporting Period, the total premium for this Policy must have been paid. The right to purchase the Extended Reporting Period applicable to this Coverage Form ends sixty (60) days after termination or expiration of the **policy period** unless the Insurer receives written notice and full payment of the premium for such Extended Reporting Period within sixty (60) days after such termination or expiration.

**3. Non-Cancelable/Premium Fully Earned**

If the Extended Reporting Period is purchased, the entire premium shall be deemed fully earned at its commencement without any obligation by the Insurer to return any portion thereof.

**4. No Separate Limit**

There is no separate or additional limit of liability for the Extended Reporting Period. The remainder of the aggregate Limit of Liability of this Coverage Form in effect at the end of the **policy period** is the maximum limit of liability for all **claims** reported under this Coverage Form during the Extended Reporting Period.

**H. HEADINGS**

The descriptions in the headings of this Coverage Form are solely for convenience, and form no part of the terms and conditions of coverage.

**I. LIMITS OF LIABILITY/RETENTIONS****1. Aggregate Limit of Liability**

The Limit of Liability set forth in the Declarations as the Data Breach Liability and Privacy Event Expense Coverage Form "aggregate limit" is the maximum limit of insurance the Insurer will pay for all loss arising out of all **claims** and **privacy events** first made against **Insureds** during the **policy period** and the Extended Reporting Period (if applicable). The Limit of Liability for the Extended Reporting Period shall be part of and not in addition to the Limit of Liability for the **policy period**.

**2. Each Claim Limit of Liability**

Subject to the aggregate limit of the Insurer's liability as set forth in paragraph 1. above, the most the Insurer will pay for all **loss** arising out of each **claim** under this Coverage Form is the Limit of Liability set forth in the Declarations as the Data Breach Liability and Privacy Event Expense Coverage Form "each **Claim** limit."

**3. All Privacy Event Expenses Limit of Liability**

Subject to the aggregate limit of the Insurer's liability as set forth in paragraph 1. above, the most the Insurer will pay for all **privacy event expenses** arising out of each **privacy event** and all **privacy events** under this Coverage Form is the Limit of Liability set forth in the Declarations as the Data Breach Liability and Privacy Event Expense Coverage Form "privacy event expense limit."

**4. Retentions**

- a. The retention amount for the Data Breach Liability and Privacy Event Expense Coverage Form set forth in the Declarations shall apply to **loss** and **privacy event expenses** payable under this Coverage Form. The Insurer shall pay **loss** and **privacy event expenses** in excess of any retention as it becomes due and payable to the **Insureds**. A separate retention shall apply to each **claim** and each **privacy event**.
- b. The Insurer's obligation to pay **loss** and **privacy event expenses** is in excess of any applicable retentions. The Insurer will have no obligation to pay all or any portion of any applicable retention. Should the Insurer, in its sole discretion, pay any retention, then the **Named Insured** shall have the obligation to reimburse the Insurer for such amounts.
- c. Subject to the **BUSINESSOWNERS COMMON POLICY CONDITIONS**, the Section entitled **Insurance Under Two Or More Coverages**, if a **single loss** is covered under more than one of this Policy's coverages and if more than one retention applies to such **single loss**, the maximum total retention amount applicable to such **single loss** shall be the highest of such applicable retentions.

**5. Multiple Insureds, Claims and Claimants**

Subject to the provisions of this Policy, the applicable limit of liability shown in the Declarations for the Data Breach Liability and Privacy Event Expense Coverage Form is the amount the Insurer will pay for **loss** and



**privacy event expenses** per **policy period** regardless of the number of **Insureds**, **claims**, or persons or entities making **claims** under this Coverage Form.

## J. NOTICE/DATE OF CLAIM/INTERRELATED CLAIM CLAUSE

### 1. Notice of Claim

The **Insureds** shall, as a condition precedent to the obligations of the Insurer under this Coverage Form, give prior written notice to the Insurer of a **claim** as soon as practicable after the **Named Insured's** Chief Executive Officer, Chief Financial Officer, President, Risk Manager or In-House General Counsel (or any equivalent position) learns of such **claim** but in no event later than ninety (90) days after termination or expiration of the **policy period** or any subsequent renewal **policy period** in an uninterrupted series of renewals, or prior to the expiration of the Extended Reporting Period, if applicable.

### 2. Duties in the Event of a Privacy Event

The **Insured** must, as a condition precedent to the Insurer obligations under this Policy, give the Insurer written notice of any **privacy event** as soon as reasonably practicable after the Chief Executive Officer, Chief Financial Officer, President or Risk Manager learns of such **privacy event**, but in no event later than ninety (90) days following the end of the **policy period** or any renewal **policy period** in a continuous, uninterrupted series of renewals.

### 3. Notice of Circumstance

If, during the **policy period**, the **Insureds** first become aware of a **wrongful act** that occurred during the **policy period** which may reasonably give rise to a future **claim** (a "circumstance") and during such period give written notice to the Insurer of:

- a. the names of any potential claimants and a description of the **wrongful act** which forms the basis of their potential **claim**;
- b. the identity of the specific **Insureds** allegedly responsible for such specific **wrongful act**;
- c. the consequences which have resulted or may result from such specific **wrongful act**;
- d. the nature of the potential monetary damages or non-monetary relief which may be sought in consequence of such specific **wrongful act**; and,
- e. the circumstances by which **Insureds** first became aware of such specific **wrongful act**;

then any **claim** otherwise covered pursuant to this Coverage Form which is subsequently made and which arises out of such circumstance shall be deemed to have been first made and reported to the Insurer by the **Insureds** at the time such written notice was received by the Insurer. No coverage is provided for fees and expenses incurred prior to the time such notice results in a **claim**.

### 4. Interrelated Claims/Privacy Events

#### a. Multiple Claims

More than one **claim** involving the same **wrongful act** or **interrelated wrongful acts** shall be considered as one **claim** which shall be deemed made on the earlier of:

1. the date on which the earliest such **claim** was first made, or
2. the first date valid notice was given by the **Insureds** to the Insurer under this Coverage Form of any **wrongful act** or under any prior policy of any **wrongful act** or any fact, circumstance, situation, event or transaction which underlies any such **claim**.

#### b. Multiple Events

More than one **privacy event** involving the same acts, errors or omissions or substantially related acts, errors or omissions, shall be considered as one **privacy event** which shall be deemed made on the earlier of:

1. the date on which the earliest such **privacy event** was first discovered by an **executive**; or
2. the first date valid notice was given by the **Insured** to the Insurer under this Coverage Form or under any prior coverage form.

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**5. Lawsuits**

In no event shall an individual lawsuit or proceeding constitute more than one **claim**.

**6. To Whom Notice of Claim or Circumstance is Sent**

The **Insureds** shall give written notice of **claims** or circumstances to the Insurer under this Coverage Form as specified in the Declarations, which notice shall be effective upon receipt.

**K. OTHER INSURANCE**

If any **loss** resulting from any **claim** is insured under any other valid and collectible insurance, this Coverage Form shall apply only as excess over such other insurance unless such other insurance is written only as specific excess insurance over the limit of liability provided by this Coverage Form.

**L. TERRITORY**

Coverage under this Coverage Form shall apply worldwide.

**M. TRADE AND ECONOMIC SANCTIONS**

This Coverage Form does not provide coverage for **Insureds**, transactions or that part of **loss** that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

**N. VALUATION**

All premiums, limits, retentions, **loss** and other amounts under this Coverage Form are expressed and payable in United States of America currency. If any judgment, settlement or any part of **loss** is expressed or calculated in any other currency, payment of such **loss** due under this Coverage Form will be made in the currency of the United States of America, at the rate of exchange published in The Wall Street Journal on the date the Insurer's obligation to pay such **loss** is established, or, if not published on that date, on the date of next publication.

**O. WAIVER OR CHANGE**

Notice to or knowledge possessed by any agent or other person acting on behalf of the Insurer shall not effect a waiver or a change in any part of this Coverage Form or stop the Insurer from asserting any right under the provisions of this Coverage Form, nor shall the provisions be waived or changed except by written endorsement issued to form a part of this Coverage Form.



## MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE FORM

THIS COVERAGE FORM APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. CLAIMS MADE UNDER THIS COVERAGE FORM MUST BE REPORTED IN ACCORDANCE WITH THE SECTION ENTITLED ADDITIONAL TERMS AND CONDITIONS, THE PARAGRAPH ENTITLED NOTICE/DATE OF CLAIM/INTERRELATED CLAIM CLAUSE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AGAINST THE INSURED AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT THAT, THE EXTENDED REPORTING PERIOD APPLIES. DEFENSE COSTS REDUCE THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

For purposes of this Coverage Form, words in bold, whether expressed in the singular or the plural, have the meaning set forth below in the Section entitled **DEFINITIONS**, even if otherwise defined in the Policy.

Furthermore, the terms and conditions set forth below in the Section entitled **ADDITIONAL TERMS AND CONDITIONS** apply only to this Coverage Form and supplement those set forth in the **BUSINESSOWNERS COMMON POLICY CONDITIONS**, which shall continue to apply to this Coverage Form. However, if any terms and conditions set forth in the Section of this Coverage Form entitled **ADDITIONAL TERMS AND CONDITIONS** are inconsistent with or in conflict with those set forth in the **BUSINESSOWNERS COMMON POLICY CONDITIONS**, the terms and conditions set forth in this Coverage Form shall control for purposes of this Coverage Form.

### INSURING AGREEMENT

The Insurer will pay on behalf of the **Insured** that **loss**, in excess of the retention and up to the applicable limit of liability, resulting from any **claim** first made against the **Insured** during the **policy period**, or any Extended Reporting Period, if applicable, for a **wrongful act** by the **Insured Entity**, by an **Insured Person** within the scope of such individual's duties on behalf of the **Insured Entity** or by someone for whose **wrongful act** the **Insured** is legally responsible, provided that:

- A. prior to the inception date of this Policy, or the first professional liability policy issued and continuously renewed by any insurer, of which this Policy is a replacement or renewal, whichever is earlier:
  1. no **Insured** gave notice to any prior insurer of such **claim** or any **related claim**;
  2. no **Insured** gave notice to a prior insurer of any such **wrongful act** or any **interrelated wrongful act**; and
  3. no **Insured** had a basis to believe that any such **wrongful act**, or any **interrelated wrongful act**, might reasonably be expected to be the basis of such **claim**;
- B. the **wrongful act** occurred on or after the retroactive date for the Miscellaneous Professional Liability Coverage Form as set forth in the Declarations and prior to the end of the **policy period**; and
- C. such **claim** is reported in accordance with the Section entitled **ADDITIONAL TERMS AND CONDITIONS**, the paragraph entitled **NOTICE/DATE OF CLAIM/INTERRELATED CLAIM CLAUSE**.

### EXCLUSIONS

The Insurer shall not be liable to pay any **loss** under this Coverage Form in connection with any **claim** made against any **Insured**:

#### A. Bodily Injury/Property Damage

for any actual or alleged bodily injury (including death), sickness, disease, emotional distress, mental anguish, of any person, or **property damage**;

#### B. Claims by Insureds

by or on behalf of any **Insured** in any capacity, provided, however that this exclusion shall not apply to:

1. any **claim** that is in the form of a crossclaim, third-party claim or otherwise for contribution or indemnity which is part of and results directly from a **claim** which is not otherwise excluded under this Policy; or
2. any **claim** brought or maintained by or on behalf of a bankruptcy or insolvency trustee, examiner, liquidator, receiver or rehabilitator for an **Insured Entity** or any assignee of such trustee, examiner, liquidator, receiver or rehabilitator;





**C. Deliberate Acts/Commingling or Misappropriation of Funds**

based upon or arising out of any actual or alleged dishonest, fraudulent, criminal or malicious act or omission, commingling, misappropriation or misuse of funds, or intentional wrongdoing, including the intentional misappropriation of trade secrets, by an **Insured** if a final judgment, ruling or other finding of fact in any proceeding establishes that such act, omission, commingling, misappropriation, misuse or intentional wrongdoing was committed. The Insurer will not defend any criminal act which was the subject of a criminal prosecution in which the **Insured** was found guilty or pleaded guilty, nolo contendere or no contest. Criminal proceedings are not covered under this Policy regardless of the allegations made against any **Insured**.

For purposes of determining the applicability of this exclusion:

1. the facts pertaining to and knowledge possessed by any **Insured Person** shall not be imputed to any other **Insured Person**; and,
2. only facts pertaining to and knowledge possessed by any **executive** shall be imputed to the **Insured Entities**;

**D. ERISA or any Similar Act**

for any actual or alleged violation of the responsibilities, obligations or duties imposed upon fiduciaries by **ERISA** or any similar act;

**E. Injunctive Relief**

for the cost of any non-monetary relief, including without limitation any costs associated with compliance with any injunctive relief of any kind or nature imposed by any judgment or settlement. However, the Insurer shall provide a defense for any **claim** seeking injunctive relief. Such defense will not waive any of the Insurer's rights under this Policy;

**F. Owned Entity**

by any entity that is not an **Insured** under this Policy, if, at the time of the **wrongful act** giving rise to such **claim**:

1. any **Insured** controlled, owned, operated or managed such entity; or
2. any **Insured** was an **executive** or **employee** of such entity;

For the purpose of this exclusion, a 10% or more owner of the voting stock of a publicly held corporation or a 50% or more owner of the voting stock of a privately held corporation shall be deemed to own such entity;

**G. Patent Infringement**

based upon or arising out of actual or alleged infringement of patent;

**H. Pollutants**

based upon or arising out of:

1. any nuclear reaction, radiation or contamination, or any actual, alleged or threatened discharge, release, escape, or disposal of, or exposure to, **pollutants**;
2. any request, direction or order that any of the **Insureds** test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effect of **pollutants** or nuclear reaction, radiation or contamination, or any voluntary decision to do so; or
3. any actual or alleged **property damage**, or bodily injury, sickness, disease or death of any person, or financial loss arising out of paragraphs 1 or 2 above;

**I. Securities Claims**

based upon or arising out of:

1. the filing of any registration statement under the Securities Acts of 1933, or the Securities Exchange Act of 1934, any State Blue Sky Law, or any other state or local securities law; or
2. the Securities Act of 1933, the Securities and Exchange Act of 1934, rules or regulations of the Securities Exchange Commission under either or both acts, similar securities laws or regulations of state, or any laws of any state relating to any transaction arising out of, involving, or relating to the public offering of securities;

**J. Unfair Competition/Antitrust Claims/RICO Claims**

based upon or arising out of any actual or alleged:

1. unfair competition, dilution, deceptive trade practices, civil actions for consumer fraud;
2. charges of price fixing, monopolization or restraint of trade;
3. any violation of:
  - a. the Federal Trade Commission Act;
  - b. the Sherman Act, the Clayton Act, or any federal statutory provision regarding anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade;
  - c. the Racketeer Influenced and Corrupt Organizations Act;
  - d. any rules or regulations promulgated under or in connection with the above statutes; or
  - e. any state, federal or local statutory law or common law similar to the above statutes; or
4. false or deceptive advertising or misrepresentation in advertising,

not directly related to a **claim** alleging a **personal/proprietary injury** as defined in paragraphs E. and F. of the definition of **personal/proprietary injury**;

**K. Wrongful Employment Practice/Discrimination/Humiliation/Harassment**

for any actual or alleged wrongful employment practice or any other discrimination, humiliation or harassment.

**RISK MITIGATION CREDIT**

- A. The Insurer will reduce the **Insured Entity's** retention for a **claim** by 50% or up to \$10,000, whichever is less, if the **Insured Entity** involved in such **claim** demonstrates, to the Insurer's reasonable satisfaction, the existence of the following three (3) conditions:
  1. a copy of the **Insured Entity's** executed contract or services agreement with the client bringing the **claim** that outlines professional services to be performed;
  2. proof that the **Insured Entity** documented client approvals during the project and upon final acceptance of the completed project; and
  3. proof that if there were any interim changes made to the existing contract with the client bringing the **claim** that such changes were documented in writing and approved by both the **Insured Entity** and the client.
- B. In the event that one **claim** is eligible for both this Risk Mitigation Credit Section and the Mediation provision found in the Section entitled **ADDITIONAL TERMS AND CONDITIONS**, the paragraph entitled **DEFENSE/SETTLEMENT/MEDIATION/PRE-CLAIM ASSISTANCE**, the sub-paragraph entitled Mediation, then the **Insured Entity** shall receive only the benefit of one retention credit, but not both. In no way shall either section be construed to afford any more than a total of 50% or \$10,000 credit toward any one retention for any one **claim**.

**VICARIOUS LIABILITY**

Any entity the **Insured Entity** is required by contract to include as an insured for liability of such entity for an **Insured's wrongful acts** shall be insured under this Coverage Form but solely to the extent that a **claim** is made against such entity for a **wrongful act** of an **Insured**, and only so long as the written contract is entered into before such **wrongful act** occurs. Any coverage afforded by this Section is subject always to all of the terms and conditions applicable to this Coverage Form, provided however:

- A. there shall be no coverage afforded to such entity for its **wrongful acts**; and
- B. nothing herein shall serve to confer any rights or duties to such entity under this Coverage Form, other than as provided in this Section.

**DEFINITIONS**

**Application** means all signed applications for this Policy and for any policy in an uninterrupted series of policies issued by the Insurer or any affiliate of the Insurer of which this Policy is a renewal or replacement. **Application** includes any materials submitted or required to be submitted therewith. An "affiliate of the Insurer" means an insurer controlling, controlled by, or under common control with, the Insurer.



**Claim** means:

- A. a written demand for monetary damages or non-monetary relief (including demands for injunctive or declaratory relief) against an **Insured** alleging a **wrongful act**, which **claim** shall be deemed made on the date of the **Insureds'** receipt of such written demand; or
- B. a written request received by the **Insured** to toll or waive a statute of limitations in connection with a **claim** as defined in paragraph C. below, which **claim** shall be deemed made on the date of the **Insureds'** receipt of such written request; or
- C. a proceeding which is a:
  - 1. civil proceeding in a court of law or equity or any alternative dispute resolution proceeding; or
  - 2. a formal civil administrative or regulatory proceeding or formal civil, administrative or regulatory investigation, against an **Insured**, alleging a **wrongful act** including any appeal therefrom. Such **claim** shall be deemed made on the earliest of the date of service upon, or other receipt by, any **Insured** of a complaint, subpoena, formal order of investigation, target letter (within the meaning of Title 9, §11.151 of the United States Attorney's Manual), or similar document in such proceeding, arbitration or investigation.

However, a **claim** does not include any criminal proceeding, criminal administrative or criminal regulatory proceeding or criminal investigation or informal civil investigation.

**Defense costs** means:

- A. all fees charged by attorneys designated by the Insurer, and all reasonable fees charged by attorneys designated by the **Named Insured** with the Insurer's prior written consent;
- B. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim** incurred by the Insurer or by the **Insureds** with the prior written consent of the Insurer; and,
- C. the costs of appeal, attachment or similar bonds. The Insurer has no obligation to provide such bonds.

**Defense costs** do not include any fees, costs or expenses incurred by an **Insured** to the extent the **defense costs** are without the Insurer's prior written consent.

All fees, costs and expenses incurred in the investigation, adjustment, defense and appeal of a **claim** must be reasonable and necessary to the defense of the **claim**.

However, **defense costs** do not include salaries, wages, fees, overhead or benefit expenses associated with the directors, officers, **employees** of the **Insured Entity**.

**Domestic partner** means any person qualifying as a "domestic partner" under any federal, state or local laws or under the **Insured Entity's** employee benefit plans.

**Employee** means all past, present or future full-time or part-time employees of the **Insured Entity**, including seasonal and temporary employees and employees leased or loaned to the **Insured Entity**. **Employee** does not include any volunteers or independent contractors.

**ERISA or any similar act** means the Employee Retirement Income Security Act of 1974, as amended, or any similar common or statutory law of the United States, Canada or their states, territories or provinces or any other jurisdiction anywhere in the world.

**Executive** means any past, present or future:

- A. duly elected or appointed director, officer, trustee, governor or **manager** of the **Insured Entity**;
- B. management committee member if the **Insured Entity** is a joint venture; or,
- C. official in the **Insured Entity** organized and operated in a **foreign jurisdiction** who is holding a position that is equivalent to an executive position listed in A. or B. above.

**Foreign jurisdiction** means any jurisdiction, other than the United States or any of its territories or possessions.

**Insured** means the **Insured Person** and the **Insured Entity**.

**Insured Entity** means the **Named Insured** and any **subsidiary** including any such entity as a debtor in possession under United States bankruptcy law or an equivalent status under the law of any other country.

**Insured Person** means **executives** and **employees** of the **Insured Entity**. **Insured Person** includes an independent contractor of the **Insured Entity**.

**Interrelated wrongful acts** means **wrongful acts** which are logically or causally connected by reason of any common fact, circumstance, situation, transaction or event.

**Loss** means:

- A. damages, settlements, judgments (including any award of pre-judgment and post-judgment interest on a covered judgment) and **defense costs** for which the **Insured** is legally obligated to pay on account of a covered **claim**; and
- B. punitive and exemplary damages and the multiplied portion of multiplied awards (subject to this Policy's other terms, conditions and limitations). Enforceability of this paragraph shall be governed by such applicable law that most favors coverage for such punitive, exemplary and multiplied amounts. As used herein, "applicable law" means the law of any of the following jurisdictions:
  1. where the **claim** seeking such **loss** is brought or where such **loss** is awarded or imposed; or
  2. where the **wrongful act** giving rise to the **claim** occurred; or
  3. where the **Insureds** subject to such **loss** are incorporated, have their principal place of business or reside; or
  4. where the Insurer is incorporated or has its principal place of business.

However, **loss** does not include:

- A. any amount for which an **Insured Person** is absolved from payment by reason of any covenant, agreement or court order;
- B. any matters which are uninsurable (other than punitive, exemplary and the multiplied portion of multiplied awards as set forth above) under the law pursuant to which this Policy shall be construed;
- C. civil or criminal fines, penalties, taxes, sanctions or forfeitures, imposed on an **Insured** whether pursuant to law, statute, regulation or court rule;
- D. fees, costs and expenses paid or incurred or charged by any **Insured**, no matter whether claimed as restitution of specific funds, financial loss, set-off or paid in the form of service credits or coupons or other non-cash consideration by the **Insured**;
- E. liquidated damages pursuant to a written contract or agreement in excess of the **Insured's** liability caused by the **wrongful act**;
- F. any amounts for which an **Insured** is liable due to an act or omission in knowing violation of any written contract or agreement or due to its assumption of the liability of others under any contract or agreement; or
- G. funds, monies, or securities that an **Insured** transferred or failed to transfer.

**Management control** means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; the management committee members of a joint venture; or the members of the management board of a limited liability company; or
- B. having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the **Insured Entity**, to elect, appoint or designate a majority of the Board of Directors of a corporation; the management committee of a joint venture; or the management board of a limited liability company.

**Manager** means any natural person manager, member of the management board or equivalent executive of an **Insured Entity** that is a limited liability company.

**Named Insured** means the person or entity first named as such in the Declarations.

**Personal/proprietary injury** means injury arising out of one or more of the following:

- A. false arrest, detention or imprisonment, or malicious prosecution;
- B. wrongful entry or eviction, or other invasion of the right of private occupancy;
- C. libel, slander, or other forms of defamation;
- D. plagiarism, misappropriation of ideas (including advertising ideas), or breach of confidentiality;



- E. invasion, infringement or interference with the rights of privacy or publicity; or
- F. infringement of copyright, title, slogan, logo, trademark, trade name, trade dress, service mark, or service name. Infringement of copyright does not include infringement of software, computer code and computer firmware.

**Policy period** means the period of time from the effective date and time of this Policy to the date and time of termination as shown in the Declarations, or its earlier cancellation date.

**Policy premium** means the original premium and the fully annualized amount of any additional premiums, other than the Extended Reporting Period premium, charged by the Insurer before or during the **policy period**.

**Pollutants** means any substance exhibiting hazardous characteristics as is or may be defined or identified on any list of hazardous substances issued by the United States Environmental Protection Agency or any state, local or foreign counterpart. **Pollutants** includes, without limitation, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed), as well as any air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos, or asbestos products or any noise.

**Professional services** means those services performed by the **Insured Entity** or by an **Insured Person** within the scope of such individual's duties on behalf of the **Insured Entity** for others and that are specified in the attached "Professional Services Endorsement."

**Property damage** means:

- A. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or,
- B. loss of use of tangible property that is not physically damaged.

**Related claims** means all **claims** arising out of a single **wrongful act** or arising out of **interrelated wrongful acts**.

**Single loss** means all **loss** arising from each **claim**.

**Subsidiary** means:

- A. any entity (other than a partnership) in which the **Named Insured** has **management control** directly or indirectly through one or more other **subsidiaries**:
  - 1. on or before the effective date of this Policy; or
  - 2. after the effective date of this Policy by reason of being created or acquired by the **Named Insured** and any **subsidiary** after such date, if and to the extent coverage with respect to the entity is afforded pursuant to the Section entitled **ADDITIONAL TERMS AND CONDITIONS**, the paragraph entitled **COVERAGE FOR NEW SUBSIDIARIES**; or
- B. any not-for-profit entity under section 26 U.S.C. §501(c)(3), (4), (6), (7), and (10), as amended, sponsored exclusively by any **Insured Entity** or any Political Action Committee formed by any **Insured Entity**.

**Takeover** means:

- A. the acquisition by another entity or person, or group of entities or persons acting in concert, of:
  - 1. the **management control** of the **Named Insured**; or,
  - 2. assets of the **Named Insured** resulting in the ownership of more than 50% of the total consolidated assets of **Named Insured** as of the date of the **Named Insured's** most recent audited consolidated financial statement prior to such acquisition;
- B. the merger of the **Named Insured** into another entity such that the **Named Insured** is not the surviving entity; or,
- C. the consolidation of the **Named Insured** with another entity.

**Wrongful act** means any actual or alleged act, error, omission, neglect, breach of duty or **personal/proprietary injury** committed solely in the conduct of **professional services**.

#### **ADDITIONAL TERMS AND CONDITIONS**

##### **A. APPLICATION**

- 1. The **Insureds** represent and acknowledge that the statements contained in the **application** (which shall be maintained on file by the Insurer and be deemed attached to and incorporated into this Policy as if physically



attached), are true and are the basis of this Policy and are to be considered as incorporated into and constituting a part of this Policy. This Coverage Form is issued in reliance upon the truth of such representations.

2. In the event the **application** contains any misrepresentation or omission made with the intent to deceive, or which materially affects either the acceptance of the risk or the hazard assumed by the Insurer under the Policy then this Coverage Form shall be voided as to:
  - a. the **Insured Entity**, if the Chief Executive Officer, Chairperson, Chief Financial Officer, President (or any equivalent position), or the signer of the **application** knew of such misrepresentation or omission and,
  - b. any **Insured Persons** who knew of such misrepresentation or omission. Such knowledge shall not be imputed to any other **Insured Persons**.

#### B. BANKRUPTCY

Bankruptcy or insolvency of any **Insured** shall not relieve the Insurer of any of its obligations under this Coverage Form.

#### C. CHANGE OF STATUS OF INSURED

##### 1. Takeover of the Named Insured

In the event of a **takeover** of the **Named Insured**, coverage under this Coverage Form shall continue until this Policy expires or is otherwise terminated, but only with respect to **wrongful acts** that take place before the effective date of the **takeover**, unless:

- a. the Insurer is notified in writing of the **takeover** prior to the **takeover** effective date and agrees in writing to provide coverage for **wrongful acts** occurring on or after such effective date, and
- b. the **Named Insured** accepts any special terms, conditions, exclusions or additional premium charge required by the Insurer.

##### 2. Cessation of Subsidiary

If any **Insured Entity** ceases to be a **subsidiary**, coverage under this Coverage Form shall continue for such **subsidiary** but only for **wrongful acts** by such **subsidiary** or any **Insured Person** of such **subsidiary** occurring prior to the date such **Insured Entity** ceased to be a **subsidiary**.

#### D. COVERAGE FOR NEW SUBSIDIARIES

##### 1. If, after the effective date of this Policy:

- a. an **Insured Entity** creates or acquires a privately held entity, or
- b. an **Insured Entity** merges with another privately held entity such that an **Insured Entity** is the surviving entity,

then such entity, and any subsidiaries, directors, officers, trustees or employees of such entity who otherwise would thereby become an **Insured**, shall be automatically covered under this Coverage Form, subject to its terms and conditions.

2. There shall be no coverage for any **wrongful act** by such created, acquired or merged entity, or by any persons or entities considered to be **Insureds** pursuant to sub-paragraph 1. of this paragraph D., where such **wrongful act** occurred in whole or in part before the effective date of such acquisition or merger or for any **wrongful act** occurring on or after such date which, together with any **wrongful acts** occurring before such date, would be considered **interrelated wrongful acts**.

#### E. DEFENSE/SETTLEMENT/MEDIATION/PRE-CLAIM ASSISTANCE

##### 1. Defense of Claims

The Insurer has the right and duty to defend all **claims** even if the allegations are groundless, false or fraudulent. The Insurer shall have the right to appoint counsel and to make such investigation and defense of a **claim** as it deems necessary. Alternatively the Insurer may at its option, give its written consent to the defense of any such **claim** by the **Insureds**. The Insurer's obligation to defend any **claim** or pay any **loss**, including **defense costs**, shall be completely fulfilled and extinguished if the applicable limit of liability has been exhausted by payment of **loss**.

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**2. Settlement****a. Consent**

The Insurer shall not settle a **claim** without the written consent of the **Named Insured**. If the **Named Insured** refuses to consent to a settlement or compromise recommended by the Insurer, and acceptable to the claimant, then the limit of liability applicable to such **claim** for all **loss**, including **defense costs**, under this Coverage Form shall be reduced to the amount of the proposed settlement plus **defense costs** incurred up to the date of the **Named Insured's** refusal to consent to proposed settlement of such **claim**, which amount shall not exceed the remainder of the applicable limit of liability for the Miscellaneous Professional Liability Coverage Form set forth in the Declarations.

**b. Mediation**

If, prior to institution of arbitration proceedings or service of suit or within sixty (60) days of the institution of such proceedings or service of suit, the Insurer and the **Named Insured** agree to use a process of non binding intervention by a neutral third party to resolve any **claim** reported to the Insurer, and if such **claim** is resolved through such process, the Insurer will reduce the retention applicable to such **claim** by fifty percent or ten thousand dollars (\$10,000.00), whichever is less.

**c. Admission**

The **Insureds** shall not admit liability, consent to any judgment, agree to any settlement or make any settlement offer without the Insurer's prior written consent, such consent not to be unreasonably withheld. The Insurer shall not be liable for any **loss** to which it has not consented. The **Insureds** agree that they shall not knowingly take any action which increases the Insurer's exposure for **loss** under this Coverage Form.

**d. Payment of Loss in Excess of Retentions**

The Insurer is liable to pay only that amount of a covered **single loss** in excess of the applicable retention, if any, up to the applicable limit of liability. The retention shall be uninsured.

**e. Cooperation/Assistance of Insureds**

The **Insureds** shall furnish the Insurer with copies of reports, investigations, pleadings, and all related papers, and such other information, assistance and cooperation as the Insurer may reasonably request.

**3. Pre-Claim Assistance**

Until the date a **claim** is made, the Insurer may pay for all costs or expenses it incurs, at its sole discretion, as a result of investigating a circumstance that an **Insured** reports in accordance with the Section entitled **ADDITIONAL TERMS AND CONDITIONS**, the paragraph entitled **NOTICE/DATE OF CLAIM/INTERRELATED CLAIM CLAUSE**. Should a circumstance be investigated pursuant to this Section, and that circumstance later becomes a covered **claim** under this Coverage Form, then the limits of liability and the retention applicable to such **claim** shall apply to such **claim**.

**4. Allocation**

If, in any **claim** under this Coverage Form, the **Insureds** who are afforded coverage for such **claim** incur an amount consisting of both **loss** that is covered by this Coverage Form and also loss that is not covered by this Coverage Form because such **claim** includes both covered and uncovered matters or covered and uncovered parties, then coverage shall apply as follows:

- a. defense costs:** one hundred percent (100%) of reasonable and necessary **defense costs** incurred by such **Insured** from such **claim** will be considered covered **loss**; and
- b. loss other than defense costs:** all remaining loss incurred by such **Insured** from such **claim** will be allocated between covered **loss** and uncovered loss based upon the relative legal exposures of the parties to such matters.

**F. ESTATES, LEGAL REPRESENTATIVES AND SPOUSES**

The estates, heirs, legal representatives, assigns, spouses and any **domestic partners** of the **Insured Persons** shall be considered **Insureds** under this Coverage Form; provided, however, coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and **domestic partners** only for **claims** arising solely out of their status as such and, in the case of a spouse or **domestic partner**, where such **claim** seeks damages from marital community property, jointly held property or property transferred from the **Insured Person** to the spouse or **domestic partner**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, assign, spouse or

**domestic partner.** All terms and conditions of this Policy, including without limitation the retention, applicable to **loss** incurred by the **Insured Person**, shall also apply to loss incurred by such estates, heirs, legal representatives, assigns, spouses and **domestic partners**.

## G. EXTENDED REPORTING PERIOD

### 1. Optional Extended Reporting Period

If the **Named Insured** cancels or non-renews this Policy or if the Insurer decides not to offer any renewal terms for this Policy, the **Named Insured** shall have the right to purchase, upon payment of an additional premium, an extension of this Coverage Form immediately following the end of the **policy period**, but only with respect to any **wrongful act** committed before the earlier of the end of the **policy period** or the effective date of any **takeover**. The additional premium for such extension is a percentage of the total **policy premium** for this Coverage Form attributable to the **policy period** in effect upon such cancellation or non-renewal. For a one year extension, the premium equals seventy-five percent (75%) of such total **policy premium**; for a two year extension, the additional premium equals one hundred and twenty-five percent (125%) of such total **policy premium**; and for a three year extension, the additional premium equals one hundred and fifty percent (150%) of such total **policy premium**.

This period shall be referred to as the Extended Reporting Period.

### 2. Payment of Extended Reporting Period Premium

As a condition precedent to the right to purchase the Extended Reporting Period, the total premium for this Policy must have been paid. The right to purchase the Extended Reporting Period applicable to this Coverage Form ends sixty (60) days after termination or expiration of the **policy period** unless the Insurer receives written notice and full payment of the premium for such Extended Reporting Period within sixty (60) days after such termination or expiration.

### 3. Non-Cancelable/Premium Fully Earned

If the Extended Reporting Period is purchased, the entire premium shall be deemed fully earned at its commencement without any obligation by the Insurer to return any portion thereof.

### 4. No Separate Limit

There is no separate or additional limit of liability for the Extended Reporting Period. The remainder of the aggregate Limit of Liability of this Coverage Form in effect at the end of the **policy period** is the maximum limit of liability for all **claims** reported under this Coverage Form during the Extended Reporting Period.

## H. HEADINGS

The descriptions in the headings of this Coverage Form are solely for convenience, and form no part of the terms and conditions of coverage.

## I. LIMITS OF LIABILITY/RETENTIONS

### 1. Aggregate Limit of Liability

The Limit of Liability set forth in the Declarations as the Miscellaneous Professional Liability Coverage Form "aggregate limit" is the maximum limit of insurance the Insurer will pay for all **loss** arising out of all **claims** first made against **Insureds** during the **policy period** and the Extended Reporting Period (if applicable). The Limit of Liability for the Extended Reporting Period shall be part of and not in addition to the Limit of Liability for the **policy period**.

### 2. Each Claim Limit of Liability

Subject to the aggregate limit of the Insurer's liability as set forth in paragraph 1. above, the most the Insurer will pay for all **loss** arising out of each **claim** under this Coverage Form is the Limit of Liability set forth in the Declarations as the Miscellaneous Professional Liability Coverage Form "each **claim** limit."

### 3. Retentions

- a. The retention amount for the Miscellaneous Professional Liability Coverage Form set forth in the Declarations shall apply to **loss** payable under this Coverage Form. The Insurer shall pay **loss** in excess of any retention as it becomes due and payable to the **Insureds**.
- b. The Insurer's obligation to pay **loss** is in excess of any applicable retentions. The Insurer will have no obligation to pay all or any portion of any applicable retention. Should the Insurer, in its sole discretion, pay any retention, then the **Named Insured** shall have the obligation to reimburse the Insurer for such amounts.





- c. Subject to the **BUSINESSOWNERS COMMON POLICY CONDITIONS**, the Section entitled **Insurance Under Two Or More Coverages**, if a **single loss** is covered under more than one of this Policy's coverages and if more than one retention applies to such **single loss**, the maximum total retention amount applicable to such **single loss** shall be the highest of such applicable retentions.

**4. Supplementary Payment - Defendant Reimbursement**

If the Insurer requests an **Insured Person's** presence at a trial, hearing, deposition, mediation or arbitration, the Insurer will pay up to \$250.00 a day per person for reimbursement of costs and expenses incurred in connection with such presence, subject to a maximum amount of \$2,500 per **claim**. Such payments are in addition to the limits of liability and do not erode any retention.

**5. Multiple Insureds, Claims and Claimants**

Subject to the provisions of this Policy, the applicable limit of liability shown in the Declarations for the Miscellaneous Professional Liability Coverage Form is the amount the Insurer will pay for **loss** per **policy period** regardless of the number of **Insureds, claims**, or persons or entities making **claims** under this Coverage Form.

**J. NOTICE/DATE OF CLAIM/INTERRELATED CLAIM CLAUSE**

**1. Notice of Claim**

The **Insureds** shall, as a condition precedent to the obligations of the Insurer under this Coverage Form, give prior written notice to the Insurer of a **claim** as soon as practicable after the **Named Insured's** Chief Executive Officer, Chairperson, Chief Financial Officer, President, Risk Manager or In-House General Counsel (or any equivalent position) learns of such **claim** but in no event later than ninety (90) days after termination or expiration of the **policy period** or any subsequent renewal **policy period** in an uninterrupted series of renewals, or prior to the expiration of the Extended Reporting Period, if applicable.

**2. Notice of Circumstance**

If, during the **policy period**, the **Insureds** first become aware of a **wrongful act** that occurred during the **policy period** which may reasonably give rise to a future **claim** (a "circumstance") and during such period give written notice to the Insurer of:

- a. the names of any potential claimants and a description of the **wrongful act** which forms the basis of their potential **claim**;
- b. the identity of the specific **Insureds** allegedly responsible for such specific **wrongful act**;
- c. the consequences which have resulted or may result from such specific **wrongful act**;
- d. the nature of the potential monetary damages or non-monetary relief which may be sought in consequence of such specific **wrongful act**; and,
- e. the circumstances by which **Insureds** first became aware of such specific **wrongful act**;

then any **claim** otherwise covered pursuant to this Coverage Form which is subsequently made and which arises out of such circumstance shall be deemed to have been first made and reported to the Insurer by the **Insureds** at the time such written notice was received by the Insurer. No coverage is provided for fees and expenses incurred prior to the time such notice results in a **claim**.

**3. Interrelated Claims**

More than one **claim** involving the same **wrongful act** or **interrelated wrongful acts** shall be considered as one **claim** which shall be deemed made on the earlier of:

- a. the date on which the earliest such **claim** was first made, or
- b. the first date valid notice was given by the **Insureds** to the Insurer under this Coverage Form of any **wrongful act** or under any prior policy of any **wrongful act** or any fact, circumstance, situation, event or transaction which underlies any such **claim**.

**4. Lawsuits**

In no event shall an individual lawsuit or proceeding constitute more than one **claim**.

**5. To Whom Notice of Claim or Circumstance is Sent**

The Insureds shall give written notice of Claims or circumstances to the Insurer under this Coverage Form as specified in the Declarations, which notice shall be effective upon receipt.

**K. OTHER INSURANCE**

If any **loss** resulting from any **claim** is insured under any other valid and collectible insurance, this Coverage Form shall apply only as excess over such other insurance unless such other insurance is written only as specific excess insurance over the limit of liability provided by this Coverage Form.

**L. TERRITORY**

Coverage under this Coverage Form shall apply worldwide.

**M. TRADE AND ECONOMIC SANCTIONS**

This Coverage Form does not provide coverage for **Insureds**, transactions or that part of **loss** that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

**N. VALUATION**

All premiums, limits, retentions, **loss** and other amounts under this Coverage Form are expressed and payable in United States of America currency. If any judgment, settlement or any part of **loss** is expressed or calculated in any other currency, payment of such **loss** due under this Coverage Form will be made in the currency of the United States of America, at the rate of exchange published in The Wall Street Journal on the date the Insurer's obligation to pay such **loss** is established, or, if not published on that date, on the date of next publication.

**O. WAIVER OR CHANGE**

Notice to or knowledge possessed by any agent or other person acting on behalf of the Insurer shall not effect a waiver or a change in any part of this Coverage Form or stop the Insurer from asserting any right under the provisions of this Coverage Form, nor shall the provisions be waived or changed except by written endorsement issued to form a part of this Coverage Form.

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## **PROFESSIONAL SERVICES ENDORSEMENT CONSULTING SERVICES**

It is understood and agreed that the Miscellaneous Professional Liability Coverage Form is amended as follows:

**I. The Section entitled DEFINITIONS is amended as follows:**

**A. The definition of professional services is amended to include consulting services.**

**B. The following new definition is added:**

- **Consulting services** means services provided to identify, recommend, and implement solutions for personal and business management or operational matters or issues.

**II. Solely with respect to consulting services, the Section entitled EXCLUSIONS is amended by the addition of the following new exclusions:**

- based upon or arising out of any actual or alleged exercise of any authority or discretionary control with respect to any client funds or accounts;
- based upon or arising out of any actual or alleged rendering of or failing to render a financial opinion;
- based upon or arising out of any actual or alleged investment advice, or the selection of any investment manager or investment advisory/ custodial firm;
- based upon or arising out of any actual or alleged fluctuation in the market value of any security;
- based upon or arising out of any actual or alleged advice as to the present or future value of any funds, assets or investments;
- based upon or arising out of any actual or alleged failure to pay, collect or safeguard funds;
- based upon or arising out of any actual or alleged formation, promotion, syndication, offer, sale or management of any entity or any interest therein;
- based upon, directly or indirectly arising out of, or in any way involving services as a director, officer, interim manager or turnaround manager of any third party entity;

All other terms and conditions of the Policy remain unchanged.



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(Ed. 07/13)

## DATA BREACH LIABILITY AND PRIVACY EVENT EXPENSE AMENDATORY ENDORSEMENT - PENNSYLVANIA

It is understood and agreed that the Data Breach Liability and Privacy Event Expense Coverage Form is amended as follows:

- I. The Section entitled **ADDITIONAL TERMS AND CONDITIONS**, the sub-section entitled **EXTENDED REPORTING PERIOD** is amended to add the section entitled **Automatic Extended Reporting Period** as follows:

### **Automatic Extended Reporting Period**

If **Named Insured** cancels or non-renews this Policy or if the Insurer decides not to offer any renewal terms for this Policy, the **Named Insured** shall have the right to a sixty (60) day Automatic Extended Reporting Period, at no charge, immediately following the end of the **policy period**, but only with respect to any **wrongful Act** committed before the earlier of the end of the **policy period** or the effective date of any **takeover**;

This Automatic Extended Reporting Period shall terminate immediately upon the effective date of the Optional Extended Reporting Period.

- II. The Section entitled **DEFINITIONS**, the definition of **Loss**, paragraph **A.** is deleted in its entirety and replaced with the following:
- A. damages, settlements, judgments (including any award of post-judgment interest on a covered judgment) and **defense costs** for which the **Insured** is legally obligated to pay on account of a covered **claim**; and

All other terms and conditions of the Policy remain unchanged.

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## MISCELLANEOUS PROFESSIONAL LIABILITY AMENDATORY ENDORSEMENT - PENNSYLVANIA

It is understood and agreed that the Miscellaneous Professional Liability Coverage Form is amended as follows:

- I. The Section entitled **ADDITIONAL TERMS AND CONDITIONS**, the sub-section entitled **EXTENDED REPORTING PERIOD** is amended to add the section entitled **Automatic Extended Reporting Period** as follows:

### **Automatic Extended Reporting Period**

If **Named Insured** cancels or non-renews this Policy or if the Insurer decides not to offer any renewal terms for this Policy, the **Named Insured** shall have the right to a sixty (60) day Automatic Extended Reporting Period, at no charge, immediately following the end of the **policy period**, but only with respect to any **wrongful Act** committed before the earlier of the end of the **policy period** or the effective date of any **takeover**;

This Automatic Extended Reporting Period shall terminate immediately upon the effective date of the Optional Extended Reporting Period.

- II. The Section entitled **DEFINITIONS**, the definition of **Loss**, paragraph **A.** is deleted in its entirety and replaced with the following:
- A. damages, settlements, judgments (including any award of post-judgment interest on a covered judgment) and **defense costs** for which the **Insured** is legally obligated to pay on account of a covered **claim**; and

All other terms and conditions of the Policy remain unchanged.

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## EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION

It is understood and agreed that this endorsement amends the **BUSINESSOWNERS LIABILITY COVERAGE FORM** as follows:

Under **Exclusions**, the exclusions **Applicable to Business Liability Coverage** are amended to:

**I. Delete the exclusion entitled **Electronic Data** and replace it with the following:**

This insurance does not apply to:

**Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

- (1) Damages, other than damages because of "personal and advertising injury," arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury."

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**II. Add the following to the exclusion entitled **Personal and Advertising Injury**:**

This insurance does not apply to:

**Personal And Advertising Injury**

"Personal and advertising injury":

Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any person's or organization's confidential or personal information.

All other terms and conditions of the Policy remain unchanged.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY-  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph H. **Other Insurance** and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

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(Ed. 3-15)

## CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM ENDORSEMENT

### SCHEDULE

Solely with respect to any Coverage Part set forth in the Schedule, it is understood and agreed as follows:

Whenever used in this endorsement, 1) "we" means the insurer listed on the Declarations or the Certificate of Insurance, as applicable; and 2) "you" means the first person or entity named on the Declarations or the Certificate of Insurance, as applicable.

#### A. Cap on Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the Terrorism Risk Insurance Act, as extended and reauthorized (the "Act"). The criteria contained in the Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

#### B. Application of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

All other terms and conditions of the Policy remain unchanged.

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### UNMANNED AIRCRAFT EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under  
BUSINESSOWNERS LIABILITY COVERAGE FORM

It is understood and agreed as follows:

- I. Under **Coverages**, in the section entitled **Exclusions**, the paragraph entitled **Applicable to Business Liability Coverage** is amended to delete the exclusion entitled **Aircraft, Auto Or Watercraft** in its entirety, and replace it with the following:

This insurance does not apply to:

**Aircraft, Auto Or Watercraft**

**(1) Unmanned Aircraft**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft." Use includes operation and "loading or unloading."

This paragraph (1) applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" or offense which caused the "bodily injury", "property damage" or "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft."

But this paragraph (1) does not apply to "personal and advertising injury" resulting from:

- (a) The use of another's advertising idea in your "advertisement"; or
- (b) Infringing upon another's copyright, trade dress or slogan in your "advertisement."

**(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This paragraph (2) applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property" damage involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This paragraph (2) does not apply to:

- (a) An aircraft that is
  - (i) Hired, chartered or loaned with a paid crew; and
  - (ii) Not owned by any insured;
- (b) A watercraft while ashore on premises you own or rent;
- (c) A watercraft you do not own that is:
  - (i) less than 51 feet long; and
  - (ii) not being used to carry persons or property for a charge;
- (d) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (e) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or



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(Ed. 6-16)

(f) "Bodily injury" or "property damage" arising out of the operation of any of the following equipment:

- (i) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; or
- (ii) Air compressors, pumps or generators, or spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

II. Under **Liability And Medical Expenses Definitions**, the following definition is added:

"Unmanned aircraft" means an aircraft that is not designed by the manufacturer to be controlled directly by a person from within or on the aircraft.

All other terms and conditions of the Policy remain unchanged.

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## NON-ACCUMULATION OF LIMITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS LIABILITY COVERAGE PART

It is understood and agreed that the section entitled **Liability And Medical Expenses Limits Of Insurance** is amended as follows:

**A. The following provision is added:**

**Non accumulation of limits:**

- a. If a continuing "**bodily injury**" or "**property damage**" occurs partly during the policy period, and partly during the policy period of one or more prior and/or future policies issued to the insured by the Insurer, or any of our affiliated insurance companies, that include a Businessowners Liability coverage part, then the amount the Insurer will pay is limited. This policy's Liability and Medical Expenses Limit – Each Occurrence limit will be reduced by the amount of each payment made by the Insurer or any affiliated insurance company under the prior or future policies because of such "**bodily injury**" or "**property damage**."
- b. If a "**personal and advertising injury**" is sustained by any one person or organization due in part to an offense committed during this policy period, and in part because of offenses committed during the policy period of one or more prior and/or future policies issued to the insured by the Insurer, or any of our affiliated insurance companies, that include a Businessowners Liability coverage part, then to the extent such offenses are not precluded from coverage by an exclusion pertinent to material first published before the policy period, the amount the Insurer will pay is limited. This policy's Personal and Advertising Injury Limit will be reduced by the amount of each payment made by the Insurer or any affiliated insurance company under the prior or future policies because of such "**personal and advertising injury**."

**B. The final paragraph of this Section is deleted and replaced by the following:**

**Policy Terms Greater Than One Year**

- a. Except as provided in **b.** below, the aggregate Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate Limits of Insurance.
- b. With respect to a "**personal and advertising injury**" sustained by any one person or organization arising out of a series of related offenses which transpire in more than one of the annual or partial periods described in **a.** above, all such related offenses will be deemed to have transpired when the earliest of them transpired. Otherwise-related offenses that involve multiple publications of material will not be considered unrelated merely because the publications were not identical to each other or involved different media.

All other terms and conditions of the Policy remain unchanged.



## BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the company providing the insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION G – PROPERTY DEFINITIONS**, and **SECTION H – MALICIOUS CODE, SYSTEM PENETRATION, AND DENIAL OF SERVICE DEFINITIONS**.

### A. COVERAGE

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from a Covered Cause Of Loss.

#### 1. Covered Property

Covered Property includes Buildings as described under **a.** below, Business Personal Property as described under **b.** below, or both, depending on whether a Limit of Insurance is shown in the Declarations for the type of property. Regardless of whether coverage is shown in the Declarations for Buildings, Business Personal Property, or both, there is no coverage for property described under Paragraph **A.2. Property Not Covered**.

##### **a. Buildings**, meaning the buildings and structures at the premises described in the Declarations, including:

- (1) Completed Additions;
- (2) Fences
- (3) Fixtures, including outdoor fixtures;
- (4) Retaining walls, whether or not attached;
- (5) Permanently installed:
  - (a) Machinery; and
  - (b) Equipment;
- (6) Outdoor swimming pools;
- (7) Personal Property owned by you that is used to maintain or service the building or structure or the premises, including:
  - (a) Fire extinguishing equipment;
  - (b) Outdoor furniture;
  - (c) Floor coverings;
  - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
  - (e) Lawn maintenance and snow removal equipment; and
  - (f) Alarm systems;
- (8) If not covered by other insurance:
  - (a) Alterations and repairs to the building structure;
  - (b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making alterations or repairs to the building or structure.

##### **b. Business Personal Property** located in or on the buildings at the described premises or in the open (or in a vehicle) within 1,000 feet of the described premises, including:

- (1) Property that you own that is used in your business;
- (2) Property of others that is in your care, custody or control;

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- (3) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
  - (a) Made a part of the building or structure you occupy or lease but do not own; and
  - (b) You acquired or made at your expense but are not permitted to remove;
- (4) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph **A.1.b.(2)**;
- (5) Your leasehold interest in improvements and betterments which are not damaged or destroyed, but which you lose because your lease is cancelled by the lessor as a result of damage to the building from a Covered Cause of Loss. When this occurs, we will calculate the value of your interest in the improvements and betterments as though they had been damaged or destroyed and not repaired or replaced promptly, as provided in the Valuation Loss Condition;
- (6) Your "money" and "securities";
- (7) "Stock."
- (8) Tools and equipment owned by your employees which are used in your business operations.

## 2. Property Not Covered

Covered Property does not include:

- a. Aircraft;
- b. Automobiles held for sale;
- c. Vehicles or self-propelled machines that are:
  - (1) Licensed for use on public roads (subject to motor vehicle registration); or
  - (2) Operated principally away from the described premises;

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines or autos that you manufacture, process or warehouse;
- (2) Vehicles or self-propelled machines, other than autos, that you hold for sale; or
- (3) Trailers or semi-trailers, except as provided in the Non-Owned Detached Trailers Coverage.
- d. Dams or dikes;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavating, grading, backfilling or filling (except those costs necessary due to repair of buildings insured under this Coverage Form from a Covered Cause of Loss), reclaiming or restoring land or water;
- g. Water or land whether in its natural state or otherwise (including land on which the property is located), land improvements, growing crops or standing timber;
- h. Outdoor trees, shrubs, plants and lawns, other than "stock" except as provided in the Outdoor Trees, Shrubs, Plants and Lawns Additional Coverage;
- i. The following property while outside of the buildings:
  - (1) Bridges, walks, roadways, patios or other paved surfaces; or
  - (2) Outdoor radio or television antennas (including satellite dishes) and including their lead-in wiring, masts or towers;
 Except as provided in the Outdoor Property Coverage Extension;
- j. Watercraft (including motors, equipment and accessories) while afloat;
- k. Accounts and bills, except as provided in the Accounts Receivable Coverage Extension;
- l. "Valuable Papers and Records," except as provided in the Valuable Papers and Records Coverage Extension;

- m. Property that is covered under another Coverage Form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- n. "Fine Arts," except as provided in the Fine Arts Additional Coverage;
- o. Bullion, gold, silver, platinum and other precious alloys or metals, unless they are used in your "operations" (theft limitation applies);
- p. "Electronic data processing equipment" and "Electronic media and data" (not including "stock"), except as provided in the Electronic Data Processing Equipment, Electronic Media and Data and Electronic Data (EDP Coverage Form) Coverage Extension, the Business Income And Extra Expense Coverage Extension, the Accounts Receivable Coverage Extension or the Targeted Hacker Attack Coverage Extension;

Your Business Personal Property coverage is extended to provide excess coverage for loss to the Electronic Data Processing Equipment and Electronic Media and Data (EDP Coverage Form) located only at the described premises and resulting from a Covered Cause of Loss. All exclusions applicable to Business Personal Property apply to this excess coverage. This excess coverage is included in and is not in addition to the limits applicable to your Business Personal Property.

- q. Outdoor signs, except as provided in the Signs Coverage Extension;
- r. "Virtual currency."

### 3. Covered Causes of Loss

RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

- a. Excluded in section B. EXCLUSIONS;
- b. Limited in paragraph A.4. Limitations; or
- c. Excluded or limited by other provisions of this policy.

### 4. Limitations

- a. We will not pay for loss of or damage to:
  - (1) The "interior of any building or structure" or to personal property in the building or structure, caused by rain, snow, sleet or ice whether driven by wind or not, unless:
    - (a) The building or structure first sustains actual damage to the roof or walls by wind or hail and then we will pay only for the loss to the "interior of the building or structure" or the personal property in the building or structure that is caused by rain, snow, sleet, sand or dust entering the building(s) or structure(s) through openings in the roof or walls made by direct action of wind; or
    - (b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
  - (2) Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gasses or fuel within the furnace of any fired vessel or within the flues or passages through which the gasses of combustion pass.
  - (3) Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
- b. We will not pay for loss of or damage to the following types of property unless caused by any of the "specified causes of loss" or building glass breakage
  - (1) Live animals, birds or fish, and then only if they are killed or their destruction is made necessary. This limitation does not apply to animals, birds or fish owned by you and held as "stock."
  - (2) Fragile articles such as glassware, statuary, marbles, chinaware and porcelains, if broken. This limitation does not apply to:
    - (a) Glass that is part of the exterior or interior of a building or structure;
    - (b) Containers or property held for sale; or

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(c) Photographic or scientific instrument lenses.

c. For loss or damage by theft, the following types of property are covered only up to the limits shown:

- (1) \$2,500 for furs, fur garments, and garments trimmed with fur.
- (2) \$5,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$500 or less per item.
- (3) \$25,000 for patterns, dies, molds and forms.

d. We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss if the building where loss or damage occurs has been "vacant" for more than 60 consecutive days before that loss or damage occurs:

- (1) Vandalism;
- (2) Sprinkler leakage, unless you have protected the system against freezing;
- (3) Building glass breakage;
- (4) Discharge or leakage of water;
- (5) "Theft"; or
- (6) Attempted "theft."

With respect to Covered Causes of Loss other than those listed in 4.d.(1) through 4.d.(6) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

#### 5. Additional Coverages

Additional Coverages may be attached to this Policy (designation would appear in the attached form(s)). Unless otherwise stated, payments made under these Additional Coverages are in addition to the applicable Limits of Insurance.

#### 6. Coverage Extensions

Coverage forms may be attached to this Policy and designated as Coverage Extensions (such designation would appear in the attached form(s)). Unless otherwise stated, payments made under these Coverage Extensions are subject to and not in addition to the applicable Limits of Insurance in this Coverage Form.

### B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

#### a. Ordinance or Law

- (1) The enforcement of any ordinance or law:
  - (a) Regulating the construction, use or repair of any property; or
  - (b) Requiring the tearing down of any property, including the cost of removing its debris.
- (2) This exclusion applies whether the loss results from:
  - (a) An ordinance or law that is enforced even if the property has not been damaged; or
  - (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

#### b. Earth Movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;



- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in Paragraphs (1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss of or damage to Covered Property.

**c. Governmental Action**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this policy.

**d. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

**e. Power Failure or Fluctuation**

The failure or fluctuation of power or other utility service supplied to the described premises, however caused, if the cause of the failure or fluctuation occurs away from the described premises.

But if the failure or fluctuation of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that covered cause of Loss.

**f. War And Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**g. Water**

- (1) "Flood," surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water or sewage that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.

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But if Water, as described in Paragraphs (1) through (4), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

**h. Neglect**

Neglect of an insured to use reasonable means to save and preserve property from further damage at and after the time of loss.

**i. Collapse of Buildings**

Collapse of buildings meaning an abrupt falling down or caving in of a building or any part of a building with the result being that the building or part of a building cannot be occupied for its intended purpose.

(1) This exclusion does not apply to collapse of buildings if caused only by one or more of the following:

- (a) A "specified cause of loss" or breakage of building glass;
- (b) Decay, insect or vermin damage that is hidden from view, unless the presence of such decay or insect or vermin damage is known to an insured prior to collapse;
- (c) Weight of people or personal property;
- (d) Weight of rain that collects on a roof; or
- (e) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of construction, remodeling or renovation; or
- (f) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in Paragraphs (a) through (d) above.

In the event collapse results in a Covered Cause of Loss, we will only pay for the resulting loss or damage by that Covered Cause of Loss.

(2) We will not pay for loss of or damage to the following types of property, if otherwise covered in this Coverage Form under Paragraphs (1)(b) through (1)(f) above, unless the loss or damage is a direct result of the collapse of a building:

- (a) Awnings, gutters and downspouts;
- (b) Outdoor radio or television antennas (including microwave or satellite dishes) and their lead-in wiring, masts or towers;
- (c) Fences;
- (d) Piers, wharves and docks;
- (e) Beach or diving platforms or appurtenances;
- (f) Retaining walls;
- (g) Walks, roadway and other paved surfaces;
- (h) Yard fixtures; or
- (i) Outdoor swimming pools.

(3) A building or part of a building that:

- (a) Is in imminent danger of abruptly falling down or caving in; or
- (b) Suffers a substantial impairment of structural integrity;

is not considered to have collapsed but is considered to be in a state of imminent collapse.

(4) With respect to buildings in a state of imminent collapse, we will not pay for loss or damage unless the state of imminent collapse first manifests itself during the policy period and is caused only by one or more of the following which occurs during the policy period:

- (a) A "specified cause of loss" or breakage of glass
- (b) Weight of people or personal property;

(c) Weight of rain that collects on a roof; or

(d) Use of defective material or methods in construction, remodeling or renovation if the state of imminent collapse occurs during the course of construction, remodeling or renovation.

**j. Malicious Code**

Any "malicious code."

**k. System Penetration**

Any "system penetration."

**l. Denial of Service**

Any "denial of service."

**2. We will not pay for loss or damage caused by or resulting from any of the following:**

**a. Electrical Apparatus**

Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if artificially generated electrical current results in fire, we will pay for the loss or damage caused by fire.

**b. Consequential Loss**

Delay, loss of use or loss of market.

**c. Smoke, Vapor, Gas**

Smoke, vapor or gas from agricultural smudging or industrial operations.

**d. Other Types Of Loss**

(1) Wear and tear;

(2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force.

(7) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature; or

(c) Marring or scratching.

(d) Changes in flavor, color, texture or finish;

(e) Evaporation or leakage; or

(8) Contamination by other than "pollutants."

But if an excluded cause of loss that is listed in Paragraphs (1) through (8) above results in a "specified cause of loss," building glass breakage, or "breakdown" to "covered equipment" (only if otherwise a Covered Cause of Loss), we will pay for the loss or damage caused by that "specified cause of loss," building glass breakage or "breakdown" to "covered equipment" (only if otherwise a Covered Cause of Loss).

**e. Steam Apparatus**

Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines

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results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

**f. Seepage**

Continuous or repeated seepage or leakage of water, or the presence of condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

**g. Frozen Plumbing**

Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

- (1) You do your best to maintain heat in the building or structure; or
- (2) You drain the equipment and shut off the supply if the heat is not maintained.

**h. Dishonesty**

Dishonest or criminal acts by you, or any of your partners, "members," officers, "managers," "employees" (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:

- (1) Acting alone or in collusion with others;
- (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction to your property, or your "Electronic data processing equipment," "Electronic media and data," and "Electronic data," by your "employees" (including leased employees); but theft by employees (including leased employees) is not covered, except as provided in the Employee Dishonesty Additional Coverage.

**i. False Pretense**

Voluntary parting with any property by you, or anyone else to whom you have entrusted the property, if induced to do so by any fraudulent scheme, trick, device or false pretense; or

**j. Exposed property**

Rain, snow, sand, dust, ice or sleet to personal property in the open, except as provided in the Coverage Extension for Outdoor Property.

**k. Pollution**

Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss." But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss," we will pay for the loss or damage caused by that "specified cause of loss"

**l. Inventory Shortage, mysterious disappearance**

Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property. This exclusion does not apply to "money" and "securities"

**m. Inventory Computation**

Loss of property or that part of any loss, the proof of which as to its existence or amount is dependent on:

- (1) Any inventory computation; or
- (2) A profit and loss computation.

**n. Transfer of Property**

The transfer of property to a person or to a place outside the described premises, on the basis of unauthorized instructions.

**o. Accounting Errors**

Loss of "money" or "securities" caused by or resulting from accounting or arithmetic errors or omissions.

**p. Cost of Correction**

The cost of correcting or making good the damage to personal property attributable to such property being processed, manufactured, tested, repaired, restored, retouched or otherwise being worked on.

**q. Fraudulent Electronic Communication**

Any loss caused by or resulting from phished, spoofed, fraudulent or fake wire transfer instructions, emails or other electronic communication.

3. We will not pay for loss or damage caused by or resulting from any of the following Paragraphs **a.** through **c.** But if an excluded cause of loss that is listed in Paragraphs **a.** through **c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

**a. Weather Conditions**

Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **B.1.** above to produce the loss or damage.

**b. Acts or Decisions**

Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

**c. Negligent Work**

Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property on or off the described premises.

If an excluded cause of loss that is listed in Paragraphs (1) through (4) above results in a Covered Cause of Loss, we will pay for the resulting loss or damage caused by that Covered Cause of Loss. But we will not pay for:

- (1) Any cost of correcting or making good the fault, inadequacy or defect itself, including any cost incurred to tear down, tear out, repair or replace any part of any property to correct the fault, inadequacy or defect; or
- (2) Any resulting loss or damage by a Covered Cause of Loss to the property that has the fault, inadequacy or defect until the fault, inadequacy or defect is corrected.

**4. Business Income and Extra Expense Exclusions****a. We will not pay for:****(1) Any Extra Expense, or increase of Business Income loss, caused by or resulting from:**

- (a) Delay in rebuilding, repairing or replacing the property or resuming "operations," due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
- (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations," we will cover such loss that affects your Business Income during the "period of restoration."

**b. Any other consequential loss.****C. Limits of Insurance**

1. Unless otherwise stated, the most we will pay for loss or damage in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations, Schedules, Coverage Forms, or endorsements.

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**2. Inflation Guard**

- a. When a percentage for Inflation Guard is shown in the Declarations, the Limit of Insurance for property to which this coverage applies will automatically increase by that annual percentage.
- b. The amount of increase will be:
  - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, multiplied by
  - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 5% is .05), multiplied by
  - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

Example:

If:

The applicable Building  
limit is \$100,000

The annual percentage  
increase is 5%

The number of days since  
the beginning of the policy  
year (or last policy change)  
is 146

The amount of increase is  
 $\$100,000 \times .05 \times (146/365) = \$2,000$

**D. DEDUCTIBLES**

1. We will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds the Businessowners Property Coverage Deductible amount shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance.
2. Regardless of the amount of the Businessowners Property Coverage Deductible, the most we will deduct from any loss or damage under the Building Glass Coverage Extension in any one "occurrence" is the Building Glass Deductible shown in the Declarations.
3. The Businessowners Property Coverage Deductible does not apply to any of the following if they are included as part of this policy:
  - a. Fire Department Service Charge
  - b. Business Income and Extra Expense
  - c. Arson and Theft Reward; and
  - d. Accounts Receivable;
  - e. Any other property coverage with a specific deductible amount shown in the coverage form or declaration.
4. If more than one deductible applies to loss or damage in any one "occurrence", we will apply each deductible separately. But the total of all deductible amounts applied in any one "occurrence" will not exceed the largest applicable deductible.

**E. PROPERTY LOSS CONDITIONS****1. Abandonment**

There can be no abandonment of any property to us.

**2. Appraisal**

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they

cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

### 3. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:
  - (1) Notify the police if a law may have been broken.
  - (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
  - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
  - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limits of Insurance. However, we will not pay for any loss or damage from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
  - (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
  - (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.  
  
Also permit us to take samples of damaged and undamaged property for inspection, testing an analysis, and permit us to make copies from your books and records.
  - (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
  - (8) Cooperate with us in the investigation or settlement of the claim.
  - (9) Resume all or part of your "operations" as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

### 4. Loss Payment – Building and Personal Property

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
  - (1) Pay the value of lost or damaged property;
  - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;
  - (3) Take all or any part of the property at an agreed or appraised value; or
  - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of **4.e.** below or any applicable provision which amends or supersedes the value of Covered Property.
- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property, except as provided in the Ordinance or Law Additional Coverage.
- c. We will give notice of our intentions within 30 days after we receive the proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We will determine the value of Covered Property as follows:

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- (1) At replacement cost (without deduction for depreciation), except as provided in (2) through (18) below.
- (a) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.
  - (b) We will not pay on a replacement cost basis for any loss or damage:
    - (i) Until the lost or damaged property is actually repaired or replaced; and
    - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterment's, the following also applies:

    - a) If the conditions in (b)(i) and (b)(ii) above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth under 4e.(7) below; and
    - b) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.
  - (c) We will not pay more for loss or damage on a replacement cost basis than the least of (i), (ii), or (iii) subject to (d) below:
    - (i) The Limit of Insurance applicable to the lost or damaged property;
    - (ii) The cost to replace the lost or damaged property with other property:
      - a) Of comparable material and quality; and
      - b) Used for the same purpose; or
    - (iii) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in (c)(ii) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.
  - (d) The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- (2) If the Declarations indicate that Actual Cash Value applies to Buildings or Business Personal Property, paragraph (1) above does not apply to the property for which Actual Cash Value is indicated.
- (3) Property of others at the amount you are liable plus the cost of labor, materials, or services furnished or arranged by you on personal property of others, not to exceed the replacement cost.
- (4) The following property at actual cash value:
- (a) Used or second-hand merchandise held in storage or for sale;
  - (b) Household furnishings;
  - (c) Personal effects.
- (5) "Fine Arts" as follows:
- (a) If there is a schedule of "fine arts" on file which includes a description and value of the lost or damaged item, we will pay the value as stated in the schedule for that item if there is a total loss to that item. If there is a partial loss to an item, we will pay the cost of reasonably restoring or repairing that item.
  - (b) For "fine arts" without a schedule on file as described in paragraph (a) above, the value of "fine arts" will be the least of the following amounts:
    - (i) Market value of the lost or damaged item at the time and place of loss;
    - (ii) The cost of reasonably restoring the lost or damaged item; or
    - (iii) The cost of replacing that lost or damaged item with property substantially the same.

- (6) Glass at the cost of replacement with safety glazing material if required by law.
- (7) Tenants' Improvements and Betterments at:
  - (a) Replacement cost if you make repairs promptly.
  - (b) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
    - (i) Multiply the original cost by the number of days from the loss or damage to the expiration date of the lease; and
    - (ii) Divide the amount determined in (i) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
  - (c) Nothing, if others pay for repairs or replacement.
- (8) "Valuable Papers and Records" at the cost of restoration or replacement. To the extent that the contents of the "valuable papers and records" are not restored or replaced, the "valuable papers and records" will be valued at the cost of replacement with blank material of substantially identical type.
- (9) "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- (10) Property in transit (other than "stock" you have sold) at the amount of invoice, including your prepaid or advanced freight charges and other charges which may have accrued or become legally due from you since the shipment. If you have no invoice, the actual cash value will apply.
- (11) "Money" at its face value.
- (12) "Securities" at their value at the close of business on the day the loss is discovered.
- (13) Accounts Receivable as follows:
  - (a) If you cannot accurately establish the amount of Accounts Receivable outstanding as of the time of loss, we will:
    - (i) Determine the total of the average monthly amounts of Accounts Receivable for the 12 months immediately preceding the month in which the loss occurs; and
    - (ii) Adjust that total for any normal fluctuations in the amount for Accounts Receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month.
  - (b) If you can accurately establish the amount of Accounts Receivable outstanding, that amount will be used in the determination of loss.
  - (c) The following will be deducted from the total amount of Accounts Receivable, however that amount is established:
    - (i) The amount of the accounts for which there was no loss;
    - (ii) The amount of the accounts that you are able to reestablish or collect;
    - (iii) An amount to allow for probable bad debts that you are normally unable to collect; and
    - (iv) All unearned interest and service charges.
- (14) "Electronic Data Processing Equipment" at replacement cost as of the time and place of loss, without deduction for physical deterioration, depreciation, obsolescence or depletion. However, in the event of replacement of "electronic data processing equipment" with identical property is impossible, the replacement cost will be the cost of items that are similar to the damaged or destroyed equipment and intended to perform the same function, but which may include technological advances.
 

"Electronic data processing equipment" that is obsolete or no longer used by you will be valued at actual cash value.
- (15) "Electronic Media and Data" at the cost of the same or similar blank media.

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- (16) "Electronic Data":
- (a) For which duplicates or back-ups do not exist, will be valued at your cost to research, replace or restore the "electronic data," but only if the "electronic data" is actually replaced or restored.
  - (b) For which full duplicates or back-ups exist, will be valued at your cost of labor to copy the "electronic data" from such duplicates or back-ups, but only if the "electronic data" is actually copied.
  - (c) For which partial duplicates or back-ups exist, will be valued at your cost of labor to copy the partial "electronic data" from such duplicates or back-ups, and your cost to research, replace or restore the remaining "electronic data," but only if the "electronic data" is actually copied and replaced or restored.
  - (d) In the event that you are not able to copy "electronic data" from back-ups, or replace or restore, "electronic data" will be valued at your cost of labor up to the point in time that you reach that determination.
- (17) The value of United States Government Internal Revenue taxes and custom duties and refundable state and local taxes paid or fully determined on the following property held for sale will not be considered in determining the value of Covered Property:
- (a) Distilled spirits;
  - (b) Wines;
  - (c) Rectified products; or
  - (d) Beer.
- (18) Lottery tickets at their initial cost to you except for winning tickets at their redeemed value.
- f. Our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. We may adjust losses with the owners of lost or damaged property, if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
  - g. We may elect to defend you against suits arising from claims of owners of property. We will do so at our expense.
  - h. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss provided you have complied with all of the terms of this policy; and
    - (1) We have reached agreement with you on the amount of loss; or
    - (2) An appraisal award has been made.
  - i. At our option, we may make a partial payment toward any claims, subject to the policy provisions and our normal adjustment process. To be considered for partial claim payment, you must submit a partial sworn proof of loss with supporting documentation. Any applicable policy deductibles must be satisfied before any partial payments are made.
  - j. Pair, Sets or Parts
    - 1. Pair or Set. In case of "loss" to any part of a pair or set we may:
      - (a) Repair or replace any part to restore the pair or set to its value before the "loss"; or
      - (b) Pay the difference between the value of the pair or set before and after the "loss."
    - 2. Parts. In case of "loss" to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.
  - k. Commodity Stock
 

We will determine the value of merchandise and raw materials that are bought and sold at an established market exchange. We will determine the value at:

    - (1) The posted market price as of the time and place of loss;
    - (2) Less discounts and expenses you otherwise would have had.

**5. Loss Payment – Business Income and Extra Expense**

- a. If the Declarations indicate that Business Income and Extra Expense applies to Buildings or Business Personal Property, the amount of Business Income loss will be determined based on:
- (1) The Net Income of the business before the direct physical loss or damage occurred;
  - (2) The likely Net Income of the business if no physical loss or damage occurred, but not including any likely increase in Net Income attributable to an increase in the volume of business as a result of favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
  - (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
  - (4) Other relevant sources of information, including:
    - (a) Your financial records and accounting procedures;
    - (b) Bills, invoices and other vouchers; and
    - (c) Deeds, liens or contracts.
- b. The amount of Extra Expense will be determined based on:
- (1) All reasonable and necessary expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
    - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration," once "operations" are resumed; and
    - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
  - (2) All reasonable and necessary expenses that reduce the Business Income loss that otherwise would have been incurred.
- c. We will reduce the amount of your:
- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations," in whole or in part, by using damaged or undamaged property (including merchandise or "stock") at the described premises or elsewhere; or
  - (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- d. If you do not resume "operations," or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.
- e. We will pay for covered loss or damage within 30 days after we receive your sworn proof of loss provided you have complied with all of the terms of this policy; and
- (1) We have reached agreement with you on the amount of loss; or
  - (2) An appraisal award has been made.

**6. Vacancy****a. Description of Terms**

- (1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in Paragraphs (a) and (b) below:
  - (a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
  - (b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:



- i. Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or
- ii. Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

**b. Vacancy Provisions**

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
  - (a) Vandalism;
  - (b) Sprinkler leakage, unless you have protected the system against freezing;
  - (c) Building glass breakage;
  - (d) Water damage;
  - (e) Theft; or
  - (f) Attempted theft.

With respect to Covered Causes of Loss other than those listed in paragraphs (1)(a) through (1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

**7. Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, you may retain the property. But then you must return to us the amount we paid to you for the property. We will pay the recovery expenses and the expenses to repair the recovered property, subject to the applicable Limit of Insurance.

**8. Noncumulative Limit**

No Limit of Insurance cumulates from policy period to policy period.

**F. COMMERCIAL PROPERTY CONDITIONS**

**1. Concealment, Misrepresentation or Fraud**

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This policy;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this policy.

**2. Control of Property**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Form at any one or more premises will not affect coverage at any premises where, at the time of loss or damage, the breach of condition does not exist.

**3. Insurance Under Two or More Coverages**

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

**4. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form unless:

- a. There has been full compliance with all of the terms of this Coverage Form; and

b. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

#### 5. Liberalization

If, during your policy period, we adopt any revision that would broaden the coverage under this policy without additional premium the broadened coverage will immediately apply to this policy. The broadened coverage will also apply to the renewal of this policy if such renewal was in process, or was mailed prior to the date we adopted such revision.

#### 6. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

#### 7. Other Insurance

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Form. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Form bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If you have other insurance covering the same loss or damage, other than that described in Paragraph a. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

#### 8. Policy Period, Coverage Territory

Under this Coverage Form:

- a. We cover loss or damage you sustain through acts committed or events occurring:
  - (1) During the policy period shown in the Declarations; and
  - (2) Within the coverage territory; and
- b. The coverage territory is:
  - (1) The United States of America (including its territories and possessions);
  - (2) Puerto Rico; and
  - (3) Canada

#### 9. Transfer of Rights of Recovery Against Others To Us

Applicable to the Businessowners Property coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing.

- a. Prior to a loss to your Covered Property or Covered Income; or
- b. After a loss to your Covered Property only if, at the time of loss, that party is one of the following:
  - (1) Someone insured by this insurance;
  - (2) A business firm:
    - (a) Owned or controlled by you; or
    - (b) That owns or controls you; or
  - (3) Your tenant.

This will not restrict your insurance.

#### 10. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

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- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss multiplied by the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance Percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in step (1);
- (3) Multiply the total amount of the covered loss, before the application of any deductible, by the figure determined in step (2) above; and
- (4) Subtract the deductible from the figure determined in step (3).

We will pay the amount determined in step (4) or the limit of insurance, whichever is less.

For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

**Example No. 1 (Under Insurance):**

When:

The value of the property is \$250,000

The coinsurance percent for it is 90%

The Limit of Insurance for it is \$112,500

The Deductible is \$250

The amount of loss is \$40,000

Step (1):  $\$250,000 \times 90\% = \$225,000$  (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$112,500 / \$225,000 = .50$

Step (3):  $\$40,000 \times .50 = \$20,000$

Step (4):  $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

**Example No. 2 (Adequate Insurance):**

When:

The value of the property is \$250,000

The Coinsurance percentage for it is 90%

The Limit of Insurance for it is \$225,000

The Deductible is \$250

The amount of loss is \$40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$225,000 ( $\$250,000 \times 90\%$ ).

Therefore, the Limit of Insurance in this Example is adequate and no penalty applies. We will pay no more than \$39,750 (\$40,000 amount of loss minus the deductible of \$250).

- b. Coinsurance does not apply to:

- (1) "Money" and "securities";
- (2) Additional Coverages;
- (3) Coverage Extensions; or

- (4) Loss or damage in any one "occurrence" totaling less than \$2,500.

#### 11. Mortgageholders

- a. The term, mortgageholder, includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Form, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
  - (1) Pays any premium due under this Coverage Form at our request if you have failed to do so;
  - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
  - (3) Has notified us of any change in ownership or occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Form will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Form:
  - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
  - (2) The mortgageholder's rights to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.
- f. If we cancel this policy we will give written notice to the mortgageholder at least:
  - (1) 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

#### G. PROPERTY DEFINITIONS

1. **"Banking Premises"** means the interior of that portion of any building which is occupied by a banking institution or similar safe depository.
2. **"Breakdown"**
  - a. Means:
    - (1) Failure of pressure or vacuum equipment;
    - (2) Mechanical failure, including rupture or bursting caused by centrifugal force; or
    - (3) Electrical failure including arcing;

That causes physical damage to "covered equipment" and necessitates its repair or replacement; and
  - b. Does not mean:
    - (1) Malfunction, including but not limited to adjustment, alignment, calibration, cleaning or modification;
    - (2) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
    - (3) Damage to any vacuum tube, gas tube, or brush;
    - (4) Damage to any structure or foundation supporting the "covered equipment" or any of its parts;

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- (5) The functioning of any safety or protective device; or
- (6) The cracking of any part on any internal combustion gas turbine exposed to the products of combustion.

**3. "Communication Supply Services"**

- a. Means property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
  - (1) Communication transmission lines, including fiber optic transmission lines;
  - (2) Coaxial cables; and
  - (3) Microwave radio relays, except satellites and;
- b. Does not mean overhead transmission lines.

**4. "Covered Equipment"**

- a. Means the following types of equipment:
  - (1) Equipment designed and built to operate under internal pressure or vacuum other than weight of contents;
  - (2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy;
  - (3) Refrigeration or Air Conditioning systems;
  - (4) Wiring, cable, including fiber optic cable; and
  - (5) Hoists and cranes;
- b. Does not mean any
  - (1) "Electronic data processing equipment";
  - (2) "Electronic media and data" or "electronic data";
  - (3) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
  - (4) Insulating or refractory material;
  - (5) Vessels, piping and other equipment (including conduit) that are buried below ground and require the excavation of materials to inspect, remove, repair, or replace;
  - (6) Structure, foundation, cabinet or compartment supporting or containing the "covered equipment" or part of the "covered equipment" including pen-stock, draft tube or well casing;
  - (7) Vehicle, aircraft, self-propelled equipment or floating vessel, including any equipment mounted on or used solely with any vehicle, aircraft, self-propelled equipment or floating vessel;
  - (8) Elevator or escalator, but not excluding any electrical machine or apparatus mounted on or used with this equipment; or
  - (9) Equipment or any part of such equipment manufactured by you for sale.

**5. "Diagnostic Equipment" means any:**

- a. Equipment; or
  - b. Apparatus;
- used solely for research, diagnostic, medical, surgical, therapeutic, dental or pathological purposes.

**6. "Electronic Data"**

- a. Means information reduced to an electronic format for processing with and storage in "electronic data processing equipment," software and programming records and instructions used for "electronic data processing equipment."
- b. Any reference to your "electronic data" means "electronic data" owned or licensed by you and stored on your "electronic data processing equipment."



c. Does not mean "valuable papers and records" or "virtual currency."

**7. "Electronic Media and Data"**

- a. Means physical media on which "electronic data" is stored, and the "electronic data" stored thereon, including without limitation, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other repositories used with electronically controlled equipment.
- b. Any reference to your "electronic media and data" means "electronic media and data" owned by you and stored on your "electronic data processing equipment."
- c. "Electronic media and data" does not mean any "valuable papers & records" or "virtual currency."

**8. "Electronic Data Processing Equipment"**

- a. Means any of the following equipment:
  - (1) Computers, facsimile machines, word processors, multi-functional telephones and computer servers, and
  - (2) Any component parts and peripherals of such equipment, including related surge protection devices.
  - (3) Laptops and personal digital assistants.
  - (4) "Diagnostic Equipment"
- b. "Electronic data processing equipment" does not mean equipment used to operate production type of:
  - (1) Machinery; or
  - (2) Equipment.
- c. Any reference to your "electronic data processing equipment" means "electronic data processing equipment" used in your "operations" and controlled and operated by you, and includes any "electronic data processing equipment" controlled or operated by a third party on your behalf.

**9. "Employee(s)" means:**

- a. Any natural person:
  - (1) While in your service (and for 30 days after termination of service); and
  - (2) Whom you compensate directly by salary, wages or commissions; and
  - (3) Whom you have the right to direct and control while performing services for you.
- b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the premises.
- c. Your directors or trustees while acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

But "employee" does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character.

**10. "Employee Dishonesty" means only dishonest acts, committed by an "employee," whether identified or not, acting alone or in collusion with other persons, except you, a partner, a "member" or a "manager," including the "theft" of Personal Property of Others in your care custody or control by an "employee," with the manifest intent to:**

- a. Cause you, your customers or clients to sustain loss; and also
- b. Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
  - (1) The "employee"; or
  - (2) Any person or organization intended by the "employee" to receive that benefit.

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**11. "Fine Arts"**

- a. Means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glass, bric-a-brac, and similar property with historical value, or artistic merit; and
- b. Does not mean any glass that is a part of a building or structure.

**12. "Flood"** means a general and temporary condition of partial or complete inundation of normally dry land areas, whether caused by natural "occurrences", acts or omissions of man or any other cause or combination of causes.

All flooding in a continuous or protracted event will constitute a single "flood."

**13. "Forgery"** means the signing of the name of another person or organization with intent to deceive. "Forgery" does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity for any purpose.**14. "Interior of any building or structure"** as used in this policy means all portions of the structure that are within the exterior skin of the structure's walls and roof, including, but not limited to lathe, sand paper, framing, wallboard and tarpaper.**15. "Maintenance Fees"** means the regular payment made to you by unit-owners and used to service the common property.**16. "Manager"** means a person serving in a directorial capacity for a limited liability company.**17. "Member"** means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager."**18. "Money"** means currency and coins in current use, bank notes, travelers checks, register checks and money orders held for sale to the public. However, "money" does not mean "virtual currency."**19. "Occurrence"** means one event or a series of related events that contribute concurrently to or contribute in any sequence to physical loss of or damage to property. However, with respect to:

- a. Equipment breakdown, "occurrence" means all equipment breakdowns that manifest themselves at the same time and are the result of the same cause, regardless of the number of described premises involved.
- b. volcanic eruption, "occurrence" means all volcanic eruptions, explosions or effusions that occur within any 168 hour period.
- c. Utility Services Coverage, "occurrence" means one event or a series of related events that contribute concurrently to or contribute in any sequence to physical loss of or damage to property, regardless of the number of described premises or the number of utility service providers or utility service properties involved in the same event.

This defined version of "occurrence" will supersede and replace the word 'occurrence' wherever it appears in this Businessowners Special Property Coverage Form, unless otherwise noted.

**19. "Operations"** means the type of your business activities occurring at the described premises and tenantability of the described premises.**20. "Period of restoration"** means the period of time that:

- a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
- b. Ends on the earlier of:
  - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
  - (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any law that:

- (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (b) Regulates the prevention, control, repair, clean-up or restoration of environmental damage.

The expiration date of this policy will not cut short the "period of restoration."

**21. "Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, and any unhealthful or hazardous building materials (including but not limited to asbestos and lead products or materials containing lead). Waste includes materials to be recycled, reconditioned or reclaimed.

**22. "Power Generating Equipment"**

a. Means the following types of equipment or apparatus:

(1) Pressure;

(2) Mechanical; or

(3) Electrical;

Used in or associated with the generation of electrical power; and

b. Does not mean such equipment that is used solely to generate emergency power that is less than or equal to 1000KW

**23. "Power Supply Services"**

a. Means the following types of property supplying electricity, steam or gas to the described premises:

(1) Utility generating plants;

(2) Switching stations;

(3) Substations;

(4) Transformers; and

(5) Transmission Lines; and

b. Does not mean overhead transmission lines.

**24. "Production Equipment"**

a. Means any:

(1) Production machinery; or

(2) Process machinery that processes, shapes, forms or grinds:

i. Raw materials;

ii. Materials in process; or

iii. Finished products; and

b. Includes "covered equipment" that is used solely with or forms an integral part of the:

(1) Production;

(2) Process; or

(3) Apparatus.

**25. "Rental Value"** means Business Income that consist of:

a. Net income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including the fair rental value of any portion of the described premises which is occupied by you; and

b. Continuing normal operating expenses incurred in connection with that premises, including:

(1) Payroll; and

(2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.

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26. **"Securities"** means negotiable and nonnegotiable instruments or contracts representing either "money" or other property and includes:

- a. Tokens, tickets except lottery tickets, revenue and other non-postage stamps whether or not in current use; and
  - b. Evidences of debt issued in connection with credit or charge cards, which are not of your own issue;
- but does not include "money." Lottery tickets held for sale and "virtual currency" are not securities.

27. **"Specified causes of loss"** means the following:

Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

- a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

- (1) The cost of filling sinkholes; or
- (2) Sinking or collapse of land into man-made underground cavities.

- b. Falling objects does not include loss of or damage to:

- (1) Personal Property in the open; or
- (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

- c. Water damage means:

- (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) that is located on the described premises and contains water or steam; and
- (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe caused by wear and tear, when the pipe is located off the described premises and is connected to or is part of a potable water supply system or sanitary sewer system operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **c.(1)** or **c.(2)** of this definition of "specified causes of loss", such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

28. **"Stock"** means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

29. **"Suspension"** means:

- a. The partial or complete cessation of your business activities; or
- b. That a part or all of the described premises is rendered untenable.

30. **"Theft"** means any act of stealing. "Theft" does not include the unlawful taking of property resulting from phished, spoofed, fraudulent or fake wire transfer instructions, emails or other electronic communication..

31. **"Vacant"** means the following

- a. When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operation.
  - b. When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:
    - (1) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or
    - (2) Used by the building owner to conduct customary operations.
32. **"Valuable papers and records"** means inscribed, printed or written:
- a. Documents;
  - b. Manuscripts; and
  - c. Records;
- Including abstracts, books, deeds, drawings, films, maps or mortgages.
- But "valuable papers and records" does not mean:
- a. "Money" or securities";
  - b. "Electronic data";
  - c. "Electronic media and data";
33. **"Virtual currency"** means any assets, representations of monetary value or means of payment that exist purely in electronic or digital form that is accounted for and transferred using computers including, but not limited to, digital money, digital currency, crypto currency, cyberscash or any other type of electronic or digital currency.
34. **"Water Supply Services"** means the following types of property supplying water to the described premises:
- a. Pumping stations; and
  - b. Water mains.

#### H. MALICIOUS CODE, SYSTEM PENETRATION AND DENIAL OF SERVICE DEFINITIONS:

- 1. **"Denial of Service"** means any failure or inability of any person, user, customer, "electronic data processing equipment," computer system or computer network to communicate with, gain access to, or use, any "electronic data processing equipment," computer system, computer network, "electronic media and data" or "electronic data" because an excessive volume of data, requests or communications is sent to, received by or processed by such "electronic data processing equipment," computer system or computer network, and depletes the bandwidth, capacity or computational resources thereof, including without limitation, any business interruption caused by the foregoing.
- 2. **"Electronic Data Peril"** means:
  - a. Corruption, unauthorized use, distortion, deletion, damage, destruction or any other harm to, or misappropriation or copying of, "electronic data" or information;
  - b. Interruption, delay, disruption, suspension, loss of functionality of, inaccessibility to, unauthorized access to or inability to use or communicate with, "electronic data processing equipment," "electronic media and data," "electronic data," computer resources, electronic devices, computer system, computer network or equipment; or
  - c. Misappropriation, transfer or copying of any property, "money," "securities" or "stock," including without limitation, the use of any computer to cause such misappropriation, transfer or copying.
- 3. **"Malicious Code"** means any data, computer program, software, firmware or computer code designed to cause or result in, or that does cause or result in (whether designed to do so or not), any "electronic data peril," including without limitation, computer viruses, worms or Trojan horses..
- 4. **"Mass Attack Malware"** means any "malicious code":
  - a. Capable of replicating or mutating;



- b. Propagating, spreading or moving to other "electronic data processing equipment," "electronic media and data," "electronic data," electronic devices, media, computer systems, equipment or computer networks, including without limitation, by attaching to applications, e-mails, e-mail attachments or otherwise;
  - c. Designed to exploit a vulnerability that is common to or present on more than one "electronic data processing equipment," "electronic media and data," "electronic data," electronic devices, media, computer systems, equipment or computer networks; or
  - d. That infects, is stored upon, exists within or resides on more than one "electronic data processing equipment," "electronic media and data," "electronic data," electronic device, media, computer system, equipment or computer network.
5. **"Mass System Penetration"** means any "system penetration" that:
- a. Exploits, or is designed to exploit, a vulnerability that is common to or present on more than one "electronic data processing equipment," "electronic media and data," "electronic data," electronic devices, media, computer systems, equipment or computer networks; or
  - b. Targets or exploits more than one "electronic data processing equipment," "electronic media and data," "electronic data," electronic device, media, computer system, equipment or computer network.
6. **"System Penetration"** means any access to or use of any "electronic data processing equipment," "electronic media and data," "electronic data," electronic device, computer system, equipment or computer network intended to cause or result in, or that does cause or result in, any "electronic data peril," which is not directly or indirectly enabled by "malicious code" and which is achieved by a person without the use or assistance, directly or indirectly, of "malicious code."
7. **"Targeted Hacker Attack"** means the corruption, distortion, damaging, deletion or destruction of your "electronic data" resulting from "targeted system penetration" or "targeted malware."
8. **"Targeted Malware"** means any "malicious code" that:
- a. Is intended by a hacker to specifically infect, or be stored or reside on, only your "electronic data processing equipment";
  - b. Is incapable of replicating, mutating, propagating, spreading or moving to other "electronic data processing equipment," "electronic media and data," "electronic data," electronic devices, media, computer systems or computer networks;
  - c. Does not infect or reside on any other "electronic data processing equipment," "electronic media and data," "electronic data," computer system, electronic device, or computer network that is not yours; and
  - d. Exploits a vulnerability that is unique to, and present on, only your "electronic data processing equipment," and such vulnerability is not common to or present on any other "electronic data processing equipment," computer, electronic device, medium, computer system, equipment or computer network.
9. **"Targeted System Penetration"** means "system penetration" that is designed to target and exploit, and that does target and exploit, a vulnerability that is unique to, and present on, only your "electronic data processing equipment," and such vulnerability is not common to or present on any other "electronic data processing equipment," computer, electronic device, medium, computer system, equipment or computer network.



**BUSINESS INCOME AND EXTRA EXPENSE**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A. Coverage.**

**Business Income and Extra Expense**

Business Income and Extra Expense is provided at the premises described in the Declarations when the Declarations show that you have coverage for Business Income and Extra Expense.

**1. Business Income**

**a. Business Income means:**

(1) Net Income (Net Profit or Loss before Income taxes) that would have been earned or incurred, including:

(a) "Rental Value"; and

(b) "Maintenance Fees," if you are a condominium association; plus

(2) Continuing normal operating expenses incurred, including payroll, subject to 90 day limitation if indicated on the Declaration page.

**b.** We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by direct physical loss of or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 1,000 feet of the site at which the described premises are located.

**c.** Your loss of Business Income is covered up to 30 consecutive days when caused as a direct result of damage, by a Covered Cause of Loss, to property adjacent to your premises.

**d.** With respect to the requirements set forth in Paragraph **b.** above, if you rent, lease or occupy only part of the site at which the described premises are located, the described premises means:

(1) The portion of the building which you rent, lease or occupy; and

(2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

**e. Property in Transit**

(1) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur during the "period of restoration" due to direct physical loss of or damage to:

(a) Your business personal property; or

(b) Personal property of others in your care, custody or control;

while such property is in the due course of transit.

If caused by such loss or damage to property in the due course of transit, we will also pay for the actual loss of Business Income you sustain during the additional period of coverage provided under the Extended Business Income Additional Coverage.

(2) Insurance under this Additional Coverage applies only if the loss or damage to the property in transit is caused by a Covered Cause of Loss. Insurance under this Additional Coverage does not apply to any loss of Business Income or Extra Expense due to loss of or damage to:

(a) Vehicles or self-propelled machines (including motor vehicles, trailers, aircraft, watercraft and similar conveyances) unless such vehicles are themselves in the due course of transit in or on another transporting conveyance;

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- (b) Property while waterborne, except in regular ferry operations in the course being moved by other means of transportation;
  - (c) Property shipped by mail;
  - (d) Contraband, or property in the course of illegal transportation or trade;
  - (e) Import shipments that have not been unloaded from any importing aircraft or watercraft, or that are under the protection of marine insurance;
  - (f) Export shipments once loaded on board exporting aircraft or watercraft, or under the protection of marine insurance; or
  - (g) Properly sold by you under conditional sale, trust agreement, installment payment or other deferred payment plan, after delivery to customers.
- (3) The most we will pay for loss under this Additional Coverage is \$10,000 unless a different Limit of Insurance is shown in the Declarations for Property in Transit – Business Income and Extra Expense.

**f. Extended Business Income**

If the necessary "suspension" of your "operations" produces a Business Income loss payable under Paragraphs 1.a. through 1.d. above, we will also pay for the actual loss of Business Income you sustain during the period that:

- (1) Begins on the date property is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (2) Ends on the earlier of:
  - (a) The date you could restore your "operations" with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage occurred; or
  - (b) Sixty consecutive days after the date determined in paragraph f.(1) above.

However, this extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of loss in the area where the described premises are located.

**2. Extra Expense**

- a. Extra Expense means reasonable and necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss of or damage to property caused by or resulting from a Covered Cause of Loss.
- b. We will pay Extra Expense (other than the expense to repair or replace property) to:
  - (1) Avoid or minimize the "suspension" of business and to continue "operations" at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement premises or temporary locations; or
  - (2) Minimize the "suspension" of business if you cannot continue "operations."
- c. We will also pay Extra Expense (including Expediting Expenses) to repair or replace the property, but only to the extent it reduces the amount of loss that otherwise would have been payable under Paragraph 1. Business Income above.

**3. If the Declarations show for Business Income and Extra Expense:**

- a. Actual loss sustained for 12 consecutive months, then we will pay for loss of Business Income and Extra Expense that occurs within 12 consecutive months following the date of direct physical loss or damage; or actual loss sustained for the number of months shown on the Declaration page; or
- b. Subject to a. above, if a maximum dollar limit is shown on the Declarations page, then we will pay actual loss sustained, plus loss payable under Extended Business Income, up to a maximum dollar limit, for the loss of Business Income and Extra Expense.

**4. "Electronic Data Processing Equipment" and "Electronic Media and Data"**

- a. "Electronic data processing equipment" and "electronic media and data" shall be considered covered property as referenced in this Coverage Part.

- b. We shall not be liable for any payment for the Extra Expense you incur, and loss of Business Income you sustain, during the first 12 hours following the start of a necessary "suspension" of your "operations" during the "period of restoration" that is caused by direct physical loss of or damage to "electronic data processing equipment" or "electronic data and media" at the described premises; or at the premises of a 3rd party vendor who is managing or controlling your "electronic data processing equipment" on your behalf, provided, however, if the Business Income And Extra Expense – 72 Hour Deductible endorsement is part of this policy, the 72 hour deductible stated in that endorsement shall apply with respect to this sub-paragraph **5.b.** instead of the 12 hour deductible set forth above.

All other terms and conditions of the Policy remain unchanged.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SEASONAL INCREASE**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form:

Subject to the Exclusions, Conditions and Limitations of this policy, you may extend this insurance as indicated below.

Unless otherwise stated, payments made under the following coverage will not increase the applicable Limits of Insurance.

1. The Limit of Insurance for Business Personal Property shown in the Declarations will automatically increase by 25%, or the amount

shown in the Declarations to provide for seasonal variations.

2. This increase will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:
  - a. The 12 months immediately preceding the date of the loss or damage occurs; or
  - b. The period of time you have been in business at the location where the loss or damage occurs, on the date the loss or damage occurs.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ARSON & THEFT REWARD**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Section **A.5. Additional Coverages**.

Unless otherwise stated, payments made under the following Additional Coverage is in addition to the applicable Limits of Insurance.

**Arson and Theft Reward**

1. We will pay for reasonable expenses you incur for rewards that lead to:

- a. An arson conviction in connection with a covered fire or explosion loss; or
  - b. A "theft" conviction in connection with a covered "theft" loss.
2. The most we will pay under this Additional Coverage in connection with a particular loss is \$5,000.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CLAIM DATA EXPENSE**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage under Section **A.5. Additional Coverages**:

Unless otherwise stated, payments made under the following Additional Coverage is in addition to the applicable Limit of Insurance.

**Claim Data Expense**

1. We will pay the reasonable and necessary expenses you incur in preparing claim data when we require such data or we request you prepare income statements to show the extent of covered loss or damage. This includes the cost of taking inventories, making appraisals, preparing income statements, and preparing other documentation.
2. Under this Additional Coverage, we will not pay for:
  - a. Any fees, costs or expenses incurred, directed or billed by or payable to:
    - (1) attorneys, public adjusters, loss adjusters, loss consultants or their associates or subsidiaries; or
    - (2) insurance brokers or agents, or their associates or subsidiaries, including related forensic accounting services, without our written consent prior to such expenses being incurred.
  - b. Any costs incurred in connection with Paragraph E.2. Appraisal.
3. The most we will pay for preparation of claim data under this Additional Coverage in any one occurrence is \$5,000 regardless of the number of premises involved.

All other terms and conditions of the Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DEBRIS REMOVAL**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.5. Additional Coverages**.

Unless otherwise stated, payments made under the following Additional Coverage is in addition to the applicable Limit of Insurance.

**Debris Removal**

1. We will pay your expense to remove debris of Covered Property, other than outdoor trees, shrubs, plants and lawns as described in the Outdoor Trees, Shrubs, Plants and Lawns Coverage Extension, caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the date of direct physical loss or damage
2. Debris Removal does not apply to costs to:
  - a. Extract "pollutants" from land or water; or
  - b. Remove, restore or replace polluted land or water.
3. Except as provided in Paragraph 4. below, payment for Debris Removal is included within the applicable Limit of Insurance shown in the Declarations. The most we will pay under this Additional Coverage is 25% of:
  - a. The amount we pay for the direct physical loss or damage to Covered Property; plus
  - b. The deductible in this Coverage Form applicable to that loss or damage.
4. When the debris removal expense exceeds the 25% limitation in Paragraph 3. above or when the sum of the debris removal expense and the amount we pay for the direct physical loss of or damage to Covered Property exceeds the applicable Limit of Insurance, we will pay up to an additional \$25,000, or the limit shown in the Declarations, for debris removal expense in any one occurrence, at each described premises.

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## EMPLOYEE DISHONESTY

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.5. Additional Coverages**:

Unless otherwise stated, payments under the following Additional Coverage are in addition to the applicable Limit of Insurance.

#### Employee Dishonesty

- (1) We will pay for loss of or damage to Covered Property resulting directly from dishonest acts committed by any of your "employees" acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
  - (a) Cause you to sustain loss or damage; and also
  - (b) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
    - (i) Any employee; or
    - (ii) Any other person or organization.

We will pay for loss or damage you sustain to Covered Property through acts committed or events occurring during the Policy Period. Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

- (2) Paragraphs **A.2.m., A.2.n., A.2.p., B.1.k., B.2.h., B.2.i., B.2.n. and B.2.o.** do not apply, but only to the extent of the coverage provided under this Employee Dishonesty Additional Coverage.
- (3) We will not pay for loss resulting from the dishonest acts of any "employee" if coverage for that "employee" was either cancelled or excluded from any previous insurance of yours providing "employee dishonesty" coverage.
- (4) This Additional Coverage is cancelled as to any "employee immediately upon discovery by:
  - (a) You; or
  - (b) Any of your partners, "members," "managers," officers, directors or trustees not in collusion with the "employee," of any fraudulent dishonest act committed by that "employee" before or after being employed by you.
- (5) We will pay for covered loss or damage only if discovered no later than one year from the end of the Policy Period.
- (6) The most we will pay for loss under this Additional Coverage in any one "occurrence" is the limit shown on the Declarations regardless of the number of premises involved.
- (7) With respect to this Additional Coverage, the definition of "occurrence" is deleted and replaced by the following:
 

"Occurrence" means:

  - a. Any single act;
  - b. The combined total of all separate acts whether or not related; or
  - c. A series of acts whether or not related,

committed by an "employee", acting alone or in collusion with other persons, or any group of "employees" acting together, even if in collusion with other persons, during the policy period, subject to Paragraphs (8) and (9) below.
- (8) If, during the period of any prior Employee Dishonesty or Employee Theft insurance, you (or any predecessor in interest) sustained loss or damage that you could have recovered under that insurance, except that the time within which to discover loss or damage has expired, we will pay for it under this Additional Coverage, subject to the following:
  - (a) This insurance became effective at the time of cancellation or termination of the prior insurance; and



- (b) The loss or damage would have been covered by this insurance had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- (9) The insurance provide under paragraph (8) above is part of, not in addition to the Limit of Insurance described in Paragraph (6) above and is limited to the lesser of the amount recoverable under:
- (a) This Additional Coverage, as of its effective date; or
- (b) The prior Employee Dishonesty or Employee Theft insurance, had it remained in effect.
- (10) We will not pay for loss or damage under this endorsement until the amount of loss or damage in any one occurrence exceeds \$250. We will then pay the amount of loss or damage in excess of the \$250 up to the Limit of Insurance.
- (11) Under **PROPERTY DEFINITIONS**, and only for the purpose of the coverage provided by this **Employee Dishonesty** Additional Coverage, the definition of "employee" is deleted and replaced by the following:
- "Employee(s)" means:**
- a. Any natural person:
- (1) While in your service (and for 30 days after termination of service); and
- (2) Whom you compensate directly by salary, wages or commissions; and
- (3) Whom you have the right to direct and control while performing services for you.
- b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding, however, any such person while having custody of property outside the premises.
- c. Any natural person, whether or not compensated, while performing services for you as a member or chairperson of any committee.
- d. Your natural person director or trustee while acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.
- But "employee" does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character.

All other terms and conditions of the Policy remain unchanged.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXPEDITING EXPENSES**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.5.** Additional Coverages.

Unless otherwise stated, payments made under the following Additional Coverage is in addition to the applicable Limits of Insurance.

**Expediting Expenses**

1. In the event of direct physical loss of or damage to Covered Property caused by or resulting from a Covered Cause of Loss, we will pay for the reasonable and necessary additional expenses you incur to make temporary repairs, expedite permanent repairs, or expedite permanent

replacement, at the premises sustaining loss or damage. Expediting expenses include overtime wages and the extra cost of express or other rapid means of transportation. Expediting expenses do not include expenses you incur for the temporary rental of property or temporary replacement of damaged property.

2. With respect to this Additional Coverages, "breakdown" to "covered equipment" will not be considered a Covered Cause of Loss, even if otherwise covered elsewhere in this Policy.
3. The most we will pay under this Additional Coverage in any one occurrence is \$25,000, regardless of the number of premises involved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****FINE ARTS**

This endorsement modifies insurance provided under the following:

**BUSINESS OWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.5. Additional Coverages**.

Unless otherwise stated, payments made under the following Additional Coverage is in addition to the applicable Limits of Insurance.

**Fine Arts**

1. When a Limit of Insurance is shown in the Declarations for Building or Business Personal Property at any described premises, we will pay for direct physical loss of or damage to "fine arts" which are owned by:
  - a. You; or
  - b. Others and in your care, custody or control; caused by or resulting from a Covered Cause of Loss, including while on exhibit, or in transit, anywhere within the Coverage Territory.
2. The breakage limitation under Paragraph **A.4.b.(2)** does not apply to this Additional Coverage.
3. The following exclusions apply to this Additional Coverage:
  - a. We will not pay for loss or damage caused by or resulting from wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration, insects, birds, rodents or other animals;
  - b. We will not pay for loss or damage caused by or resulting from dampness or dryness of atmosphere, or changes in extremes of temperature;

- c. We will not pay for loss or damage cause by or resulting from any repairing, restoration or retouching process;
- d. We will not pay for loss or damage cause by or resulting from faulty packing;
- e. Paragraph **B.1.b. Earth Movement**;
- f. Paragraph **B.1.c. Governmental Action**;
- g. Paragraph **B.1.d. Nuclear Hazard**;
- h. Paragraph **B.1.f. War and Military Action**;
- i. Paragraph **B.1.g. (1), (2) and (4) Water**;
- j. Paragraph **B.1.h. Neglect**; and
- k. Paragraph **B.2.g. Frozen Plumbing**

No other exclusions in Paragraph **B. Exclusions** apply to this Additional Coverage. However, if any exclusions are added by endorsement to this policy, such exclusions will apply to this Additional Coverage.

4. The most we pay for loss or damage under this Additional Coverage in any one occurrence is \$25,000, or the amount shown in the Declarations for "fine arts," whichever is greater.
5. This Additional Coverage does not apply to property:
  - a. While in the custody of the United States Postal Service;
  - b. After delivery to customers.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FIRE DEPARTMENT SERVICE CHARGE**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.5.** Additional Coverages.

Unless otherwise stated, payments made under this following Additional Coverage is in addition to the applicable Limit of Insurance.

When the fire department is called to save or protect Covered Property from a Covered Cause of loss, we will pay up to \$25,000 for your liability for fire department service charges:

1. Assumed by contract or agreement prior to loss; or
2. Required by local ordinance.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FIRE PROTECTIVE EQUIPMENT DISCHARGE**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.5.** Additional Coverages.

Unless otherwise stated, payments made under the following Additional Coverage is in addition to the Applicable Limits of Insurance.

1. If fire protective equipment discharges accidentally or to control a Covered Cause of Loss, we will pay your cost to:

- a. Refill or recharge the system with the extinguishing agents that were discharged; and
  - b. Replace or repair faulty valves or controls which caused the discharge.
2. The most we will pay under this Additional Coverage in any one occurrence is \$10,000, regardless of the number of premises involved.

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## FORGERY AND ALTERATION

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.5.** Additional Coverages.

Unless otherwise stated, payment made under the following Additional Coverage is in addition to the applicable Limits of Insurance.

#### Forgery and Alteration

- (1) We will pay for loss resulting directly from "forgery" or alteration of, any check, draft, promissory note, bill of exchange, or similar written promise of payment in "money" that you or your agent has issued, or that was issued by someone who impersonates you or your agent
- (2) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in "money," on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay any reasonable legal expenses that you incur in that defense.
- (3) For the purposes of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original if replaced.
- (4) We will consider signatures that are produced or reproduced electronically, mechanically or by facsimile the same as handwritten signatures.
- (5) We will pay for loss that you sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- (6) We will pay for covered loss discovered no later than one year from the end of the Policy Period.
- (7) The most we will pay for loss under this Additional Coverage in any one "occurrence" is the limit shown on the Declarations regardless of the number of premises involved.
- (8) Solely with respect to this Additional Coverage, the definition of "occurrence" is deleted and replaced by the following:  
 "Occurrence" means:
  - a. any single act;
  - b. the combined total of all separate acts whether or not related; or
  - c. a series of acts whether or not related,
 committed by any one person acting alone or in collusion with others, or in which such a person is implicated, involving one or more instruments, during the policy period, before this policy period, or both, subject to Paragraphs (5) and (9)
- (9) If, during the period of any prior Forgery or Alteration insurance, you (or any predecessor in interest) sustained loss or damage that you could have recovered under that insurance, except that the time within which to discover loss or damage has expired, we will pay for it under this Additional Coverage provided:
  - (a) This insurance became effective at the time of cancellation or termination of the prior insurance; and
  - (b) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.
- (10) The insurance provided under Paragraph (9). above is part of, and not in addition to the limit described in Paragraph (7) above and is limited to the lesser of the amount recoverable under:
  - (a) This Additional Coverage up to the applicable Limit of Insurance under this Policy, as of its effective date; or
  - (b) The prior Forgery or Alteration insurance, had it remained in effect.

(11) The following definition is added:

**"Forgery"** means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity for any purpose.

(12) Paragraphs **B.2.i.**, and **B.2.n.** do not apply to this Additional Coverage but only to the extent of the coverage provided under this Forgery and Alteration Additional Coverage.

All other terms and conditions of the Policy remain unchanged.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**NEWLY ACQUIRED OR CONSTRUCTED PROPERTY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.5.** Additional Coverages.

Unless otherwise stated, payments made under the following Additional Coverage is in addition to the applicable Limits of Insurance.

**Newly Acquired or Constructed Property**

**1. Buildings**

- a. We will pay for direct physical loss of or damage to the following property caused by or resulting from a Covered Cause of Loss:
  - (1) Your:
    - (a) New buildings while being built on a premises shown in the Declarations;
    - (b) New buildings while being built on newly acquired premises; and
    - (i) intended for similar use as a building described in the Declarations; or
    - (ii) used as a warehouse
    - (c) Materials, equipment, supplies and temporary structures used in connection with such buildings while they are being built; or
  - (2) Buildings you acquire by purchase or lease at any premises, including those premises shown in the Declarations.
- b. The most we will pay for loss of or damage to newly constructed buildings or newly acquired buildings under this Additional Coverage in any one occurrence is \$1,000,000 at each premises.

**2. Business Personal Property**

- a. When a Limit of Insurance is shown in the Declarations for Business Personal Property at any described premises, we will pay for direct physical loss of or damage to the following property caused by or resulting from a Covered Cause of Loss:
  - (1) Business Personal Property, including such property that you newly acquire, at a building you acquire by purchase or lease at any premises, including those premises shown in the Declarations; and
  - (2) Business Personal Property that you newly acquire at a described premises.
- b. The most we will pay for loss of or damage to Business Personal Property under this Additional Coverage in any one occurrence is \$250,000 at each premises.

**3. Period of Coverage**

- a. With respect to insurance under this Additional Coverage, coverage will end when any of the following first occurs:
  - (1) This policy expires;
  - (2) 180 days expire after you acquire the property or begin to construct the property;
  - (3) You report values to us; or
  - (4) The property is more specifically insured.
- b. We will charge you additional premium for values reported to us from the date construction begins or you acquire the property.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ORDINANCE OR LAW**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Section **A.5. Additional Coverages**.

Unless otherwise stated, payments made under the following Additional Coverage is in addition to the applicable Limits of Insurance.

1. In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay for:
  - a. Loss in value of the undamaged portion of the building as a consequence of enforcement of the minimum requirements of any ordinance or law that requires the demolition of undamaged parts of the same building;
  - b. Demolition cost, meaning the cost to demolish and clear the site of undamaged parts of the same building as a consequence of enforcement of the minimum requirements of any ordinance or law that required demolition of such undamaged property; and
  - c. The increased cost of construction, meaning the increased cost to repair, rebuild or reconstruct the property as a consequence of enforcement of the minimum requirements of any ordinance or law. This increased cost of construction coverage applies only if:
    - (1) The building is insured for replacement cost;
    - (2) The building is repaired, rebuilt or reconstructed; and
    - (3) The repaired, rebuilt or reconstructed building is intended for similar occupancy as the current building, unless otherwise required by zoning or land use ordinance or law.
2. The ordinance or law referred to in this Additional Coverage is an ordinance or law that:
  - a. Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
  - b. Is in force at the time of the loss.
3. We will not pay under this Additional Coverage for:
  - a. Loss due to any ordinance or law that:
    - (1) You were required to comply with before the loss, even if the building was undamaged; and
    - (2) You failed to comply with; or
  - b. Costs associated with the enforcement of any ordinance or law that requires any insured or other to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."
4. Paragraph **B.1.a.** does not apply to this Additional Coverage.
5. Subject to the limit described in Paragraph 6. below:
  - a. The insurance provided under this Additional Coverage for loss in value to the undamaged portion of the building is limited as follows:
    - (1) If Replacement Cost Coverage applies and the building is repaired or replaced on the same or another premises, we will not pay more than the lesser of:
      - (a) The amount you actually spend to repair, rebuild or reconstruct the undamaged portion of the building; or
      - (b) The amount it would cost to restore the undamaged portion of the building on the same premises and to the same height, floor area, style and comparable quality of the original undamaged portion of the building; or
    - (2) If Replacement Cost Coverage applies and the building is not repaired or replaced, or if Replacement Cost Coverage does not apply, we will not pay more than the actual cash value of the undamaged portion of the building at the time of loss.
  - b. We will not pay more for demolition costs than the amount you actually spend to demolish and clear the site of the described premises.
  - c. The insurance provided under this Additional Coverage for increased cost of construction is limited as follows:
    - (1) If the building is repaired or replaced at the same premises, or if you elect to

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- rebuild at another premises, the most we will pay is the increased cost of construction at the same premises; or
- (2) If the ordinance or law requires relocation to another premises, the most we will pay is the increased cost of construction at the new premises.
6. The most we will pay for loss under this Additional Coverage for the total of all coverages described in:
- a. Paragraph **1.a.** above in any one occurrence is the Building Limit at each described premises shown in the Declarations, if this coverage has been selected and is indicated on the Declarations.
  - b. Paragraph **1.b. and 1.c.** above in any one occurrence is \$25,000 or the limit shown in the Declarations, whichever is greater at each described premises.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OUTDOOR TREES, SHRUBS, PLANTS AND LAWNS**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Section **A.5.** Additional Coverages.

Unless otherwise stated, payments made under the following Additional Coverage is in addition to the applicable Limits of Insurance.

**Outdoor Trees, Shrubs, Plants and Lawns**

1. We will pay for direct physical loss of or damage to outdoor trees, shrubs, plants (other than "stock"

of trees, shrubs or plants) and lawns located at the described premises caused by or resulting from a Covered Cause of Loss.

2. The most we will pay for loss or damage under this Additional Coverage in any one occurrence is \$3,000 at each described premises.
3. Debris removal, because of covered loss or damage to outdoor trees, shrubs, plants and lawns, is included within the limits described in Paragraph 2. above.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**POLLUTANT CLEAN UP AND REMOVAL**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Property Coverage Form under Paragraph **A.5.** Additional Coverages.

Unless otherwise stated, payments made under the following Additional Coverage is in addition to the applicable Limits of Insurance.

**Pollutant Clean Up and Removal**

1. We will pay your necessary and reasonable expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from "specified causes of loss" that occurs:
  - a. On the described premises;
  - b. To Covered Property; and
  - c. During the policy period.
2. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the "specified cause of loss" occurs.
3. This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants." But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.
4. The most we will pay under this Additional Coverage is \$25,000 for the sum of all covered expenses arising out of all Covered Causes of Loss occurring during each separate 12 month period of this policy beginning with the effective date of this policy. This amount applies regardless of the number of premises involved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PRESERVATION OF PROPERTY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.5.** Additional Coverages.

Unless otherwise stated, payments made under the following Additional Coverage is in addition to the applicable Limits of Insurance.

**Preservation of Property**

1. If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for:
  - a. Any direct physical loss or damage to this property:
    - (1) While it is being moved; or
    - (2) Temporarily stored at another location only if the loss or damage occurs within 90 days after the property is first moved; and
  - b. The costs incurred to:
    - (1) Remove such property from the described premises; and
    - (2) Return such property to the described premises.
2. Coverage under this Additional Coverage will end when any of the following first occurs:
  - a. When the policy is amended to provide insurance at the new location;
  - b. The property is returned to the original described premises;
  - c. 90 days expire after the property is first moved; or
  - d. This policy expires.
3. Payments under this Additional Coverage are subject to and not in addition to the applicable Limit of Insurance.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TEMPORARY RELOCATION OF PROPERTY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.5.** Additional Coverages.

Unless otherwise stated, payments made under the following Additional Coverage is in addition to the applicable Limits of Insurance.

**Temporary Relocation of Property**

1. If Covered Property is removed from the described premises and stored temporarily at a location you own, lease or operate while the described

premises is being renovated or remodeled, we will pay for loss or damage to that stored property:

- a. Caused by or resulting from a Covered Cause of Loss;
  - b. Up to \$50,000 at each temporary location; and
  - c. During the storage period of up to 90 consecutive days but not beyond expiration of this policy.
2. This Additional Coverage does not apply if the stored property is more specifically insured.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WATER DAMAGE, OTHER LIQUIDS, SOLDER OR MOLTEN MATERIAL DAMAGE**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.5. Additional Coverages**.

Unless otherwise stated, payments made under the following Additional Coverage is in addition to the applicable Limits of Insurance.

**Water Damage, Other Liquids, Solder or Molten Material Damage**

1. If loss or damage caused by or resulting from covered water or other liquid, solder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the

system or appliance from which the water or other substance escapes.

2. We will not pay the cost to repair any defect to a system or appliance from which the water, other liquid, solder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:
  - a. Results in discharge of any substance from an automatic fire protection system; or
  - b. Is directly caused by freezing.
3. Payments made under this Additional Coverage are subject to and not in addition to the applicable Limit of Insurance.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ACCOUNTS RECEIVABLE**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.6.** Coverage Extensions.

Unless otherwise stated, payments made under the following Coverage Extension is subject to and not in addition to the applicable Limits of Insurance.

**Accounts Receivable**

1. When a Limit of Insurance is shown in the Declarations for Building or Business Personal Property at the described premises, you may extend that insurance to apply to loss, as described in Paragraph **2.** below, due to direct physical loss of or damage to your records of accounts receivable (including those on electronic data processing media) caused by or resulting from a Covered Cause of Loss. Credit card company media will be considered accounts receivable until delivered to the credit card company.
2. We will pay for:
  - a. All amounts due from your customers that you were unable to collect;
  - b. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
  - c. Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
  - d. Other reasonable expenses that you incur to re-establish your records of accounts receivable.
3. The following exclusions apply to this Coverage Extension:
  - a. We will not pay for loss caused by or resulting from bookkeeping, accounting or billing errors or omissions;

- b. We will not pay for loss that requires an audit of records or any inventory computation to prove its factual existence;
- c. We will not pay for loss caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property. But this exclusion applies only to the extent of wrongful giving, taking or withholding;
- d. Paragraph **B.1.b.** Earth Movement;
- e. Paragraph **B.1.c.** Governmental Action;
- f. Paragraph **B.1.d.** Nuclear Hazard;
- g. Paragraph **B.1.f.** War and Military Action;
- h. Paragraph **B.1.g. (1), (2), and (4)** Water;
- i. Paragraph **B.1.h.** Neglect; and
- j. Paragraph **B.2.i.** False Pretense;

No other exclusions in Paragraph **B.** Exclusions apply to this Coverage Extension. However, if any exclusions are added by endorsement to this Policy, such exclusions will apply to this Coverage Extension.

4. The most we will pay under this Coverage Extension for loss of or damage to records of accounts receivable in any one occurrence while in transit or at a premises other than the described premises is \$25,000.
5. The most we will pay under this Coverage Extension for loss of or damage to records of accounts receivable in any one occurrence at each described premises is \$25,000 or the amount shown in the Declarations for Accounts Receivable, whichever is greater.
6. Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****APPURTENANT BUILDINGS AND STRUCTURES**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.6.** Coverage Extensions.

Unless otherwise stated, payments made under the following Coverage Extension is subject to and not in addition to the applicable Limits of Insurance.

**Appurtenant Buildings and Structures**

1. When a Limit of Insurance is shown in the Declarations for Building at the described premises, you may extend that insurance to apply to direct physical loss of or damage to incidental appurtenant buildings or structures, within 1,000 feet of that described premises, caused by or resulting from a Covered Cause of Loss.
2. When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to Business Personal Property within incidental appurtenant buildings or structures within 1,000 feet of that

described premises, caused by or resulting from a Covered Cause of Loss.

3. Incidental appurtenant buildings or structures include:

- a. Storage buildings;
- b. Carports;
- c. Garages;
- d. Pump houses; or
- e. Above ground tanks;

Which have not been specifically described in the Declarations.

4. The most we will pay for loss or damage under this Coverage Extension in any one occurrence for any combination of loss of or damage to Building and Business Personal Property is \$50,000, regardless of the number of described premises involved.
5. Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUILDING GLASS**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.6.** Coverage Extensions.

Unless otherwise stated, payments made under the following Coverage Extension is subject to and not in addition to the applicable Limits of Insurance.

**Building Glass**

**1. If:**

- a. You are the building owner; and
- b. A Limit of Insurance is shown in the Declarations for Building at the described premises;

you may extend that insurance to apply to direct physical loss of or damage to all exterior and interior building glass caused by or resulting from a Covered Cause of Loss, including glass breakage and damage to glass by chemicals accidentally or maliciously applied to glass. If a specific deductible has been selected for building glass as shown on the Declarations we will apply that deductible to any covered loss. If no deductible is selected for building glass, the policy deductible will be applied to covered building glass losses.

**2. If:**

- a. You are a tenant;
- b. A Limit of Insurance shown in the Declarations for Building or Business Personal Property at the described premises; and
- c. You are contractually obligated to repair or replace building glass at the described premises;

you may extend that insurance to apply to direct physical loss of or damage to all exterior and interior building glass caused by or resulting from a Covered Cause of Loss, including glass

breakage and damage to glass by chemicals accidentally or maliciously applied to glass. If a specific deductible has been selected for building glass as shown on the Declarations we will apply that deductible to any covered loss. If no deductible is selected for building glass, the policy deductible will be applied to covered building glass losses.

- 3. We will also pay for necessary expenses in connection with loss or damage covered in Paragraphs **1.** or **2.** above, incurred by you to:

- a. Put up temporary plates or board up openings;
- b. Repair or replace encasing frames; and
- c. Remove or replace obstructions.

- 4. The following exclusions apply to this Coverage Extension:

- a. We will not pay for loss or damage caused by or resulting from:
  - (1) Wear and tear;
  - (2) Hidden or latent defect;
  - (3) Corrosion; or
  - (4) Rust;
- b. Paragraph **B.1.b.** Earth Movement;
- c. Paragraph **B.1.c.** Governmental Action;
- d. Paragraph **B.1.d.** Nuclear Hazard;
- e. Paragraph **B.1.f.** War and Military Action; and
- f. Paragraph **B.1.g.** Water.

No other exclusions in Paragraph **B.** Exclusions apply to this Coverage Extension. However, if any exclusions are added by endorsement to this Policy, such exclusions will apply to this Coverage Extension.



## BUSINESS INCOME AND EXTRA EXPENSE – DEPENDENT PROPERTY

This endorsement modifies insurance provided under the following:

BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM  
BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.6.** Coverage Extensions.

Unless otherwise stated, payments made under the following Coverage Extension is subject to and not in addition to the applicable Limits of Insurance.

### Business Income and Extra Expense – Dependent Property

- (1) When the Declarations show that you have coverage for Business Income and Extra Expense, you may extend that insurance to apply to the actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur due to the "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by direct physical loss or damage at the premises of a "Dependent Property", caused by or resulting from a Covered Cause of Loss.
- (2) With respect to this Coverage Extension, the "period of restoration":
  - (a) Begins 24 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the "Dependent Property";
  - (b) Ends on the date when the "Dependent Property" should be repaired, rebuilt or replaced with reasonable speed and similar quality; and
  - (c) Does not include any increased period required due to the enforcement of any ordinance or law that:
    - (i) Regulates the construction, use or repair, or requires the tearing down of any property; or
    - (ii) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."
- (3) This Coverage Extension:
  - (a) Applies to "Dependent Property" located within the Coverage Territory; and
  - (b) Does not apply when you have more specific insurance under any other policy.
- (4) We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations" in whole or in part, by using any other available:
  - (a) Source of materials; or
  - (b) Outlet for your products.
- (5) The most we will pay for Business Income and Extra Expense under this Coverage Extension is \$10,000, or the limit shown in the Declarations, whichever is higher, regardless of the number of described premises or number of "Dependent Properties" involved.
- (6) Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.
- (7) The following definitions are added to **SECTION G. PROPERTY DEFINITIONS**:
  - **"Dependent Property"** means any premises:
    - a. of a direct: supplier, contract manufacturer or contract service provider to you or to others for your account (Contributing Locations);
    - b. of a business-to-business entity that directly accepts your products or services (Recipient Locations);
    - c. that directly manufactures products for delivery to your customers under contract of sale (Manufacturing Locations); or
    - d. within 2 miles of your premises that attract customers to your business (Leader Locations).

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e. of any company under written: royalty, licensing fee or commission agreements with you.

The "dependent property" includes the area associated with that address in which the occupant of the above premises is legally entitled to conduct business activities and includes the area extending 1,000 feet beyond that address.

"Dependent property" does not include premises:

- (1) of "external service providers";
  - (2) with utility service provider's (such as "power supply providers", "water supply providers", or "communication supply providers") transmission and distribution property, including ;
  - (3) owned, leased, operated or occupied by you, your "employees", "managers", "members", "messengers", trustees or authorized representatives;
  - (4) occupied by individuals as a residence, home or place of dwelling; or
- **"External service provider"** means a premises that is operated by others on whom you depend, pursuant to a written service contract, to provide:
    - a. internet services; or
    - b. data management, network management, software management and cloud computing and storage services.

"External service provider does not include:

- (1) "dependent property";
- (2) any utility service provider's transmission and distribution property;
- (3) premises owned, leased, operated or occupied by you, your "employees", "managers", "members", "messengers", trustees or authorized representatives;
- (4) premises within any country in which the United States government has imposed sanctions, embargoes or similar prohibitions.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS PERSONAL PROPERTY OFF PREMISES**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.6.** Coverage Extensions.

Unless otherwise stated, payments made under the following Coverage Extension is subject to and not in addition to the applicable Limits of Insurance.

**Business Personal Property Off Premises**

1. When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to such property caused by or resulting from a Covered Cause of Loss while:
  - a. In the course of transit, more than 1,000 feet from the described premises;
  - b. Temporarily away from the described premises and:
    - (1) At a premises you do not own, lease or operate; or
    - (2) At any fair, trade show or exhibition at a premises you do not own or regularly occupy.

2. This Coverage Extension does not apply to property:

- a. While in the custody of the United States Postal Service;
- b. Rented or leased to others;
- c. After delivery to customers;
- d. Temporarily at a premises for more than 60 consecutive days, except "money" and "securities" at a "banking premises";
- e. Otherwise covered under the Fine Arts Additional Coverage; or
- f. Otherwise covered under the following Coverage Extensions:
  - (1) Accounts Receivable;
  - (2) Electronic Data Processing;
  - (3) Personal Effects; or
  - (4) Valuable Papers and Records.

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## CIVIL AUTHORITY

This endorsement modifies insurance provided under the following:

BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM  
BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.6.** Coverage Extensions.

Unless otherwise stated, payments made under the following Coverage Extension is subject to and not in addition to the applicable Limits of Insurance.

### Civil Authority

- (1) When the Declarations show that you have coverage for Business Income and Extra Expense, you may extend that insurance to apply to the actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur caused by action of civil authority that prohibits access to the described premises. The civil authority action must be due to direct physical loss of or damage to property located away from a described premises. The lost or damaged property must be within five miles of that described premises which sustains the business income or extra expense loss and the loss or damage must be caused by or resulting from a Covered Cause of Loss.
- (2) The coverage for Business Income will begin 24 hours after the time of that action and will apply for a period of up to four consecutive weeks after coverage begins.
- (3) The coverage for Extra Expense will begin immediately after the time of that action and will end when your Business Income coverages ends for this Coverage Extension.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ELECTRONIC DATA PROCESSING EQUIPMENT AND ELECTRONIC  
MEDIA AND DATA  
(EDP COVERAGE FORM)**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.6.** Coverage Extension:

**Electronic Data Processing**

1. When a Limit of Insurance is shown in the Declarations for Electronic Data Processing at the described premises, that insurance applies to:
  - a. Direct physical loss of or damage to your "electronic data processing equipment" caused by or resulting from a Covered Cause of Loss; and
  - b. Direct physical loss of or damage to your "electronic media and data" caused by or resulting from a Covered Cause of Loss.
2. Worldwide coverage is provided under this Coverage Extension. The coverage territory as described in Paragraph **F.8.b** does not apply to this Coverage Extension.
3. This Coverage Extension does not apply to:
  - a. "Stock"; or
  - b. Property that is leased or rented to others.
4. The following exclusions as described in Section **B.**, Exclusions, of the Businessowners Special Property Coverage Form do not apply to the Insuring Agreement set forth in Paragraph **1.a.** or **1.b.** of this Coverage Extension:
  - a. Paragraph **1.e.**; and
  - b. Paragraph **1.g.(3)**; and
  - c. Paragraph **2.a.**

The following exclusion as described in Section **B.**, Exclusions, of the Businessowners Special Property Coverage Form does not apply to the Insuring Agreement set forth in Paragraph **1.a.** of this Coverage Extension: **Paragraph 2.d.(6).**

5. The following additional exclusions apply:

With respect to this Coverage Extension, we will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

- a. Programming errors or omissions, or incorrect instructions to a machine, including without limitation, incorrect instructions to "electronic data processing equipment" from a user incorrectly operating with, or committing an error using an input device (including, without limitation, a keyboard, mouse or touchpad) and corrupting, distorting, deleting, damaging or destroying "electronic data"; provided, however, that this exclusion shall not apply to an otherwise covered mechanical breakdown of "electronic data processing equipment" under the Insuring Agreement set forth in Paragraph **1.a.** of this Coverage Extension.
- b. Unauthorized viewing, copying or use of "Electronic Media and Data" or "Electronic Data" (or any proprietary or confidential information or intellectual property) by any person, even if such activity is characterized as "theft."
- c. Errors or deficiency in design, installation, maintenance, repair or modification of your "electronic data processing equipment," "electronic media and data" or "electronic data" or any "electronic data processing equipment," electronic devices, computer system or network to which your "electronic data processing equipment" "electronic media and data" or "electronic data" is connected or dependent; provided, however, that this exclusion shall not apply to an otherwise covered mechanical breakdown of "electronic data processing equipment" under the Insuring Agreement set forth in Paragraph **1.a.** of this Coverage Extension.

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- d. Unexplained or indeterminable failure, malfunction or slowdown of a "electronic data processing equipment" "electronic media and data" or "electronic data."
6. The most we will pay under this Coverage Extension for all direct physical loss of or damage to "electronic data processing equipment" and "electronic media and data" (combined) in any one occurrence while in transit or at a premises other than the described premises is \$25,000, or the limit shown in the Declarations.
  7. The most we will pay under this Coverage Extension for loss of or damage to "Electronic Media and Data" while stored at a separate premises from where your original "Electronic Media and Data" are kept, in any one occurrence, is \$25,000.
  8. The most we will pay under this Coverage Extension for all direct physical loss or damage to "electronic data processing equipment" and "electronic media and data" (combined) you acquire after the inception date of the policy in any one occurrence is \$25,000.
- Provided, however, with respect to insurance coverage under this Coverage Extension on any such newly acquired "electronic data processing equipment" or "electronic media and data," coverage will end on the date and time that any of the following first occurs:
- a. This policy expires;
  - b. 180 days after you acquire the "electronic data processing equipment" or "electronic media and data"; or
  - c. You report values to us.
9. The most we will pay under this Coverage Extension for all direct physical loss of or damage to "electronic data processing equipment" and "electronic media and data" (combined) at the described premises in any one occurrence is the Limit of Insurance shown in the Declarations or \$50,000, whichever is greater.
  10. A separate Blanket Limit of Insurance applies to "electronic data processing equipment" and "electronic media and data" at all scheduled premises, if indicated in the declarations as Blanket Electronic Data Processing
  11. Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EQUIPMENT BREAKDOWN**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.6.** Coverage Extensions.

Unless otherwise stated, payments made under the following Coverage Extension are subject to and not in addition to the applicable Limits of Insurance.

**Equipment Breakdown**

1. When a Limit of Insurance is shown in the Declarations for Equipment Breakdown, at the described premises, the limit applies to direct physical loss of or damage to Covered Property at the described premises caused by or resulting from a "breakdown" to "covered equipment."

For the purposes of this coverage form, "covered equipment" includes, but is not limited to, the following:

- a. "Diagnostic Equipment";
- b. "Power Generating Equipment";
- c. "Production Equipment."

With respect to otherwise covered Business Income and Extra Expense, "breakdown" to "covered equipment" will be considered a Covered Cause of Loss.

If an initial "breakdown" causes other "breakdowns," all will be considered one "breakdown." All "breakdowns" that manifest themselves at the same time and are the result of the same cause will also be considered one "breakdown."

2. Under this Coverage Extension, the following coverages also apply:

- a. Expediting Expenses

- (1) In the event of direct physical loss of or damage to Covered Property caused by or resulting from a "breakdown" to "covered equipment," we will pay for the reasonable additional expenses you necessarily incur to make temporary repairs to, or expedite the permanent repair or replacement of, the lost or damaged Covered Property.
- (2) Expediting expenses include overtime wages and the extra cost of express or other rapid means of transportation.
- (3) The most we will pay under this Coverage Extension for all Expediting Expenses arising out of any one "breakdown" is \$25,000. This limit is part of and not in addition to the Limit of Insurance that applies to lost or damage Covered Property.

- b. "Pollutants"

- (1) In the event of direct physical loss of or damage to Covered Property caused by or resulting from a "breakdown" to "covered equipment," we will pay for the additional cost to repair or replace Covered Property because of contamination by "pollutants." This includes the additional expenses to clean up or dispose of such property. Additional costs mean those beyond what would have been required had no "pollutants" been involved.
- (2) The most we will pay under this Coverage Extension for loss or damage to Covered Property caused by contamination by "pollutants" arising out of any one "breakdown" is \$25,000. This limit is subject to and not in addition to the Limit of Insurance that applies to lost or damaged Covered Property.

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**c. Service Interruption**

When the Declarations show that you have coverage for Business Income and Extra Expense, you may extend that insurance to apply to loss caused by or resulting from a "breakdown" to equipment that is owned, operated or controlled by a local public or private utility or distributor that directly generates, transmits, distributes or provides the following utility services:

- (1) "Water Supply Services";
- (2) "Communication Supply Services"; or
- (3) "Power Supply Services."

**d. Data Restoration**

We will pay for your cost to research, replace and restore "electronic data" and "electronic media and data" that is lost as a result due to a "breakdown" to "Covered Equipment." The most we will pay for loss or expenses under this coverage is \$100,000 or the limit shown in the Declarations for Equipment Breakdown Coverage at the described premises, whichever is less.

The limit provided for the Data Restoration Coverage is a part of, and does not increase the Limit of Insurance for Equipment Breakdown Coverage.

3. We will not pay under this Coverage Extension for loss or damage caused by or resulting from any of the following tests:
  - a. A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or
  - b. An insulation breakdown test of any type of electrical equipment.
4. We will not pay under this Coverage Extension for loss or damage caused by or resulting from a change in:
  - a. Temperature; or
  - b. Humidity;
 as a consequence of "breakdown" to "covered equipment."
5. The following limitations in Paragraph A.4. do not apply to this Coverage Extension:
  - a. Paragraph a.(2); and
  - b. Paragraph a.(3).
6. The following exclusions in Paragraph B. Exclusions do not apply to this Coverage Extension:
  - a. Paragraph 2.a.;
  - b. Paragraph 2.d.(6); and
  - c. Paragraph 2.e.
7. With respect to this Coverage Extension, the following condition is added to Paragraph F. Commercial Property Conditions:

**Suspension**

If any "covered equipment" is found to be in or exposed to a dangerous condition, any of our representatives may immediately suspend the insurance provided by this Coverage Form for loss or damage caused by or resulting from a "breakdown" to that "covered equipment." This can be done by delivering or mailing a notice of suspension to:

- a. Your last known address; or
- b. The address where the "covered equipment" is located.

Once suspended in this way, such insurance can only be reinstated by a written endorsement issued by us. If we suspend your insurance, you will get a pro rata refund of premium for that "covered equipment." But the suspension will be effective even if we have not yet made or offered a refund.

8. The following Loss Payment Condition is added under **E.4.e. Loss Payment Building and Personal Property** of the Businessowners Special Property Coverage Form:

**(19) "Covered Equipment"** as follows:

If Equipment Breakdown Property requires replacement due to an Equipment Breakdown, we will pay your additional cost to replace it with equipment that is better for the environment, safer or more efficient than the equipment being replaced. However, we will not pay more than 125% of what the cost would have been to repair or replace with property of comparable material and quality. This coverage does not increase any of the applicable limits. This coverage does not apply to any property indicated as being valued on an Actual Cash Value basis.

If you wish to retrofit air conditioning or refrigeration equipment that utilizes a refrigerant containing CFC (chlorofluorocarbon) substances to accept a non-CFC refrigerant, we will consider this better for the environment. Any associated Business Income or Extra Expense will be included, in determining the additional cost, if Business Income and Extra Expense apply to this policy.

All other terms and conditions of the Policy remain unchanged.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.6.** Coverage Extensions:

Unless otherwise stated, payments made under this Coverage Extension are subject to and not in addition to the applicable Limits of Insurance.

When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to loss due to the good faith acceptance of:

1. Any U.S. or Canadian post office or express money order, issued or claiming to have been issued by any post office or express company, if the money order is not paid upon presentation; or

2. Counterfeit United States or Canadian paper currency.

in exchange for merchandise, "money" or services or as part of a normal business transaction.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NON-OWNED DETACHED TRAILERS**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.6.** Coverage Extensions.

Unless otherwise stated, payments made under the following Coverage Extension is subject to and not in addition to the applicable Limits of Insurance.

1. When a Limit of Insurance is shown in the Declarations for Building or Business Personal Property at the described premises you may extend the insurance that applies to your Business Personal Property to apply to loss or damage to trailers or semi-trailers that you do not own, provided that:
  - a. The trailer is used in your business;
  - b. The trailer is in your care, custody or control at the premises described in the Declarations; and
  - c. You have a contractual responsibility to pay for loss or damage to the trailer.
2. We will not pay for any loss or damage that occurs:
  - a. While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
  - b. During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
3. The most we will pay for loss or damage under this Coverage Extension in any one occurrence is \$5,000 regardless of the number of described premises, trailers or semi-trailers involved.
4. This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ORDINANCE OR LAW – INCREASED PERIOD OF RESTORATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM  
BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.6.** Coverage Extensions.

Unless otherwise stated, payments made under the following Coverage Extension is subject to and not in addition to the applicable Limits of Insurance.

**Ordinance or Law – Increased Period of Restoration**

**1. When:**

- a. A Covered Cause of Loss occurs to property at the described premises; and
- b. The Declarations shown that you have coverage for Business Income and Extra Expense;

you may extend that insurance to apply to the amount of actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur during the increased period of "suspension" of "operations" caused by or resulting from the enforcement of any ordinance or law that:

- (1) Regulates the construction, repair or replacement of any property;
- (2) Requires the tearing down or replacement of any parts of property not damaged by a Covered Cause of Loss; and
- (3) Is in force at the time of loss.

**2.** This Coverage Extension applies only to the period that would be required, with reasonable speed, to reconstruct, repair or replace the property to comply with the minimum requirements of the ordinance or law.

**3.** This Coverage Extension does not apply to:

a. Loss due to an ordinance or law that:

(1) You were required to comply with before the loss, even if the property was undamaged; and

(2) You failed to comply with; or

b. Costs associated with the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants."

**4.** Paragraph **B.1.a.**, does not apply to this Coverage Extension.

**5.** The most we will pay for loss under this Coverage Extension in any one occurrence is \$25,000 at each described premises.

**6.** Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OUTDOOR PROPERTY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.6.** Coverage Extensions.

Unless otherwise stated, payments made under the following Coverage Extension is subject to and not in addition to the applicable Limits of Insurance.

**Outdoor Property**

1. When a Limit of Insurance is shown in the Declarations for Building or Business Personal Property at the described premises, you may extend that insurance to apply to direct physical

loss of or damage to the following types of outdoor property at that described premises caused by or resulting from a Covered Cause of Loss:

- a. Radio or television antennas (including microwave or satellite dishes) and their lead in wiring, masts or towers; or
  - b. Bridges, walks, roadways, patios and other paved surfaces.
2. The most we will pay for loss or damage under this Coverage Extension in any one occurrence is \$10,000 at each described premises.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PERSONAL EFFECTS**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.6.** Coverage Extensions.

Unless otherwise stated, payments made under the following Coverage Extension is subject to and not in addition to the applicable Limits of Insurance.

**Personal Effects**

1. When a Limit of Insurance is shown in the Declarations for Building or Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to personal effects owned by:

a. You; or

- b. Your officers, partners, "members", "managers", "employees", directors or trustees;

caused by or resulting from a Covered Cause of Loss.

2. Such property must be located at a described premises.
3. The most we will pay for loss or damage under this Coverage Extension in any one occurrence is \$25,000 at each described premises.
4. Payments under this Coverage Extension are in addition to the applicable Limits of Insurance.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SIGNS**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

Subject to the Exclusions, Conditions and Limitations of this policy, you may extend this insurance as indicated below.

Unless otherwise stated, payments made under the following coverage will not increase the applicable Limits of Insurance.

Your Building or Business Personal Property insurance is extended to cover outdoor signs attached to the building or on or within 1,000 feet of the described premises.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPOILAGE – CONSEQUENTIAL LOSS**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.6.** Coverage Extensions.

Unless otherwise stated, payments made under the following Coverage Extension is subject to and not in addition to the applicable Limits of Insurance.

**Spoilage – Consequential Loss**

1. When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to consequential loss to your Business Personal Property caused by a change in:
  - a. Temperature; or
  - b. Humidity;caused by or resulting from a Covered Cause of loss to any of the following types of equipment

situated within the building at the described premises:

- a. Refrigerating;
  - b. Cooling;
  - c. Humidifying;
  - d. Air conditioning;
  - e. Heating;
  - f. Generating or converting power; or
  - g. Connections, supply or transmission lines and pipes associated with the above equipment.
2. With respect to this Coverage Extension, "breakdown" to "covered equipment" will not be considered a Covered Cause of Loss, even if otherwise covered elsewhere in this Policy.
  3. Paragraphs **B.2.d.(7)(a)** and **B.2.d.(7)(b)** do not apply to this Coverage Extension.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**THEFT DAMAGE TO RENTED PROPERTY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.6.** Coverage Extensions.

Unless otherwise stated, payments made under the following Coverage Extension is subject to and not in addition to the applicable Limits of Insurance.

**Theft Damage to Rented Property**

1. When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to the following caused by or resulting by "theft" or attempted "theft":
  - a. That part of a building you occupy, but do not own, which contains Covered Property; and

- b. Property within such non-owned building used for maintenance or service of such non-owned building.
2. We will not pay under this Coverage Extension for loss or damage:
  - a. Caused by or resulting from fire or explosion; or
  - b. To glass (other than glass building blocks) or to any lettering, ornamentation or burglar alarm tape on glass.
3. This Coverage Extension applies only if you are a tenant and you are contractually obligated to insure this exposure.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****VALUABLE PAPERS AND RECORDS**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.6.** Coverage Extensions.

Unless otherwise stated, payments made under the following Coverage Extension is subject to and not in addition to the applicable Limits of Insurance.

**Valuable Papers and Records**

1. When a Limit of Insurance is shown in the Declarations for Building or Business Personal Property at the described premises, you may extend that insurance to apply to loss, as described in Paragraph **2.** below, due to direct physical loss of or damage to "valuable papers and records" that:
  - a. You own; or
  - b. Are owned by others, but in your care, custody or control;

caused by or resulting from a Covered Cause of loss.
2. This Coverage Extension includes the cost to research, replace or restore the lost information on "valuable papers and records" for which duplicates do not exist.
3. The following exclusions apply to this Coverage Extension:
  - a. We will not pay for any loss or damage to "valuable papers and records" caused by or resulting from any errors or omissions in processing or copying. But if errors or omissions in processing or copying results in fire or explosion, we will pay for the resulting loss or damage caused by that fire or explosion.

- b. Paragraph **B.1.b.** Earth Movement;
- c. Paragraph **B.1.c.** Governmental Action;
- d. Paragraph **B.1.d.** Nuclear Hazard;
- e. Paragraph **B.1.f.** War and Military Action;
- f. Paragraph **B.1.g. (1), (2) and (4)** Water;
- g. Paragraph **B.1.h.** Neglect;
- h. Paragraph **B.2.g.** Frozen plumbing.

No other exclusions in Paragraph **B.** Exclusions apply to this Coverage Extension. However, if any exclusions are added by endorsement to this Coverage Form, such exclusions will apply to this Coverage Extension.

4. The most we will pay under this Coverage Extension for loss of or damage to "valuable papers and records" in any one occurrence while in transit or at a premises other than the described premises is \$25,000.
5. The most we will pay under this Coverage Extension for loss of or damage to "valuable papers and records" in any one occurrence at each described premises is \$25,000 or the amount shown in the Declarations for Valuable Papers and Records, whichever is greater.
6. Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SEWER OR DRAIN BACK UP**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM  
CONCURRENT CAUSATION, EARTH MOVEMENT & WATER EXCLUSION CHANGES**

The following coverage is added to your Businessowners Special Property Coverage Form:

Unless otherwise stated, payments made under the following coverage will not increase the applicable Limits of Insurance.

Subject to the Exclusions, Conditions and Limitations of this policy, you may extend this insurance as indicated below.

1. We will pay for loss or damage to covered property caused by water that backs up or overflows from a sewer, drain, sump, or from water that overflows due to the failure of a sump pump, sump pump well, or any other type of system designed to remove subsurface water from the foundation area, subject to the following limitations:
  - a. We will not pay for loss or damage under this Additional Coverage caused by the emanation of water from a sewer or drain, sump, sump pump, sump pump well, or any other type of system designed to remove subsurface water from the foundation area, that itself caused by, or is the result of:
    - (i) "Flood," surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
    - (ii) Mudslide or mudflow.
2. With respect to otherwise covered Business Income and Extra Expense, loss or damage to covered property caused by water that backs up or overflows from a sewer, drain, sump, or from water that overflows due to the failure of a sump pump, sump pump well, or any other type of system designed to remove subsurface water from the foundation area, will be considered a Covered Cause of Loss.
3. Exclusion **B.1.g. (3)** of the Businessowners Special Property Coverage Form does not apply to this Additional Coverage.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****HIRED AUTO AND NON-OWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

**SCHEDULE**

Insurance is provided only with respect to those coverages for which a specific limit is shown:

| <b>COVERAGE</b>           | <b>LIMIT</b> |
|---------------------------|--------------|
| Hired Auto Liability:     | \$           |
| Non-owned Auto Liability: | \$           |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**PROVISIONS****A. COVERAGE**

With respect only to the Coverage(s) for which a limit is shown in the SCHEDULE above, the insurance provided under **Coverage A.1. Business Liability** for "bodily injury" and "property damage" also applies to "bodily injury" or "property damage" arising out of the maintenance or use of a:

- "Hired auto" used by you or your "employee" in the course of your business; and/or
- "Non-owned auto" used in the course of your business. Maintenance or use of a "non-owned auto" includes test driving in connection with an "auto business."

With respect only to the coverage provided by this endorsement, under **Coverages**, coverage **A.1. Business Liability** is amended to:

1. Delete paragraph **A.1.b.(1)(b)** and replace it with the following:
  - b. This insurance applies:
    - (1) To "bodily injury" and "property damage" only if:
      - (b) The "occurrence" occurs during the policy period; and
2. Delete paragraph **A.1.b.(2)**.

**B. LIMITS OF INSURANCE**

With respect only to the coverage provided by this endorsement, **SECTION D. Liability And Medical Expenses Limits of Insurance** is deleted in its entirety and replaced with the following:

**D. Limits Of Insurance**

1. Regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought;
  - c. Persons or organizations making claims or bringing "suits"; or
  - d. "Autos,"

the applicable Hired Auto Liability limit or Non-Owned Auto Liability limit shown in the Declarations is the most we will pay for damages under **SECTION A. Coverages** because of all "bodily injury" and "property damage" resulting from any one "occurrence" arising out of the maintenance or use of a "hired auto" or "non-owned auto."

**C. EXCLUSIONS**

With respect only to the insurance provided by this endorsement:

1. Under **Exclusions**, the paragraph entitled **Applicable to Business Liability Coverage** is amended to delete all exclusions except exclusions **a., b., d., e., f. and i.** and to add the following exclusions:

This insurance does not apply to:

- **Fellow Employee**

"Bodily injury" to:

- (1) Any fellow "employee" of the insured arising out of and in the course of employment by the insured or while performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that fellow "employee" while as a consequence of Paragraph (1) above.

- **Care, Custody or Control**

"Property Damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

**D. WHO IS AN INSURED**

With respect only to the insurance provided by this endorsement, **Who Is An Insured** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Subject to paragraph **3.c.** below, your "employee" while operating an "auto" hired or rented under a contract or agreement, with your permission, in that "employee's" name, while performing duties related to the conduct of your business.
3. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "non-owned auto" except:
  - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
  - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
  - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
  - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
  - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
  - f. Any person while employed in or otherwise engaged in duties in connection with an "auto business," other than an "auto business" you operate;
  - g. Anyone other than your "employees," partners, a lessee or borrower or any of their "employees," while moving property to or from a "hired auto" or a "non-owned auto"; or
4. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under **1., 2. or 3.** above.

**E. AMENDED DEFINITION**

The Definition of "insured contract" in Section **F – Definitions** is amended by the addition of the following exceptions to paragraph **f.:**

SB146902G (Ed. 6-16)

Page 2 of 3

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Paragraph f. does not include that part of any contract or agreement:

- That pertains to the loan, lease or rental of an "auto" to you or any of your "employees," if the "auto" is loaned, leased or rented with a driver; or
- That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

#### F. ADDITIONAL DEFINITIONS

Section F. Definitions is amended by the addition of the following definitions:

- a. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos."
- b. "Hired auto" means any "auto" you or your "employee" lease, hire, rent or borrow in the course of your business. This does not include:
  - i. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
  - ii. Any "auto" you lease, hire, rent or borrow from any of your "employees," partners, stockholders, or members of their households.
- c. "Non-owned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of the "occurrence." This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of the "occurrence."

If you are a sole proprietor, "non-owned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of the "occurrence."

- G. With respect only to the operation of a "hired auto" or "non-owned auto," **Paragraph H**, of the Businessowners Common Policy Conditions is deleted and replaced with the following:

#### H. Other Insurance

1. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.  
  
However, if your business is the selling, servicing, repairing, parking or storage of "autos," the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee."
2. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

All other terms and conditions of the Policy remain unchanged.



## BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

| TABLE OF CONTENTS |  |
|-------------------|--|
| <b>I.</b>         | <b>Blanket Additional Insured Provisions</b>                           |
| <b>A.</b>         | <b>Additional Insured – Blanket Vendors</b>                            |
| <b>B.</b>         | <b>Miscellaneous Additional Insureds</b>                               |
| <b>C.</b>         | <b>Additional Provisions Pertinent to Additional Insured Coverage</b>  |
| 1.a.              | Primary – Noncontributory provision                                    |
| 1.b.              | Definition of "written contract"                                       |
| 2.                | Additional Insured – Extended Coverage                                 |
| <b>II.</b>        | <b>Liability Extension Coverages</b>                                   |
| <b>A.</b>         | <b>Bodily Injury – Expanded Definition</b>                             |
| <b>B.</b>         | <b>Broad Knowledge of Occurrence</b>                                   |
| <b>C.</b>         | <b>Estates, Legal Representatives and Spouses</b>                      |
| <b>D.</b>         | <b>Fellow Employee First Aid</b>                                       |
| <b>E.</b>         | <b>Legal Liability – Damage to Premises</b>                            |
| <b>F.</b>         | <b>Personal and Advertising Injury – Discrimination or Humiliation</b> |
| <b>G.</b>         | <b>Personal and Advertising Injury – Broadened Eviction</b>            |
| <b>H.</b>         | <b>Waiver of Subrogation – Blanket</b>                                 |

### I. BLANKET ADDITIONAL INSURED PROVISIONS

#### A. ADDITIONAL INSURED – BLANKET VENDORS

**Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a **"written contract"** to provide insurance, but only with respect to **"bodily injury"** or **"property damage"** arising out of **"your products"** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. **"Bodily injury"** or **"property damage"** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or



- h. **"Bodily injury"** or **"property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- 3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
- 4. This provision **2.** does not apply if **"bodily injury"** or **"property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

#### B. MISCELLANEOUS ADDITIONAL INSURED

- 1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a **"written contract."**
- 2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
  - a. A higher limit of insurance than required by such **"written contract;"**
  - b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or
  - c. Coverage for **"bodily injury"** or **"property damage"** included within the **"products-completed operations hazard."** But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

- 3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

- a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

- b. **Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage"** or **"personal and advertising injury"** as co-owner of such premises.

- c. **Grantor of Franchise**

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage,"** or **"personal and advertising injury"** as grantor of a franchise to you.



**d. Lessor of Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

**e. Lessor of Land**

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**f. Lessor of Premises**

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**g. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**h. State or Political Subdivisions**

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
  - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - (b) The construction, erection, or removal of elevators; or
  - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
  - (a) "**Bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
  - (b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.



**i. Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

**j. Other Person or Organization**

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;
- (2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision (2) does not apply to such "**bodily injury**" or "**property damage**" if:
  - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and
  - (b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

**C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE**

- 1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:
  - a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:
 

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.
  - b. Under **Liability and Medical Expense Definitions**, the following definition is added:
 

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

    - (1) Is currently in effect or becomes effective during the term of this policy; and
    - (2) Was executed prior to:
      - (a) The "**bodily injury**" or "**property damage**;" or
      - (b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.
- 2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.
 

If the additional insured is:

  - a. An individual, then his or her spouse is an insured;

- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs a. through d. above;
- (2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

## II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

### A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

### B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

### C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.



**D. Fellow Employee First Aid Coverage**

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

**E. Legal Liability – Damage To Premises**

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

**k. Damage To Property**

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c**, **d**, **e**, **f**, **g**, **h**, **i**, **k**, **l**, **m**, **n**, and **o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

**F. Personal and Advertising Injury – Discrimination or Humiliation**

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

- (a) The insured; or
- (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**(16) Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

**(17) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

**G. Personal and Advertising Injury - Broadened Eviction**

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

**H. Waiver of Subrogation – Blanket**

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INFLATION GUARD**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following coverage is added to your Businessowners Special Property Coverage Form:

**Inflation Guard**

1. The limit of Insurance for Building will be increased by the annual percentage shown in the Declarations, if you choose this optional coverage.

The limit of Insurance for Business Personal Property will be increased by the annual percentage shown in the Declarations, if you choose this optional coverage.

2. The amount of increase will be:
  - a. The limit that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the limit; times

- b. The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 5% is .05); times
- c. The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the limit, divided by 365.

**Example:**

If: the applicable limit is \$100,000.

The annual increase is 5%.

The number of days since the beginning of the policy year (or last policy change) is 146.

The amount of increase is:

$\$100,000 \times .05 \times 146 / 365 = \$2,000.$



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PENNSYLVANIA CHANGES**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS**

**A. The Businessowners Special Property Coverage Form is amended as follows:**

1. The following is added to Paragraph E.4. **Loss Payment - Building and Personal Property** Property Loss Condition and supersedes any provision to the contrary:

- j. **Notice of Acceptance or Denial of Claim**

1. Except as provided in 3. below, we will give you notice, within 15 working days after we receive a properly executed proof of loss, that we:

- a. Accept your claim;
      - b. Deny your claim; or
      - c. Need more time to determine whether your claim should be accepted or denied.

If we deny your claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.

If we need more time to determine whether your claim should be accepted or denied, the written notice will state the reason why more time is required.

2. If we have not completed our investigation, we will notify you again in writing, within 30 days after the date of the initial notice as provided in 1.c. above, and thereafter every 45 days. The written notice will state why more time is needed to investigate your claim and when you may expect us to reach a decision on your claim.

3. The notice procedures in 1. and 2. above do not apply if we have a reasonable basis, supported by specific information, to suspect that an insured has fraudulently caused or contributed to the loss by arson or other illegal activity. Under such circumstances, we will notify you of the disposition of your claim within a period of time reasonable to allow full investigation of the claim, after we receive a properly executed proof of loss.

2. The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind or quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained a partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

**B. The Businessowners Common Policy Conditions are amended as follows:**

1. Paragraph A. **Cancellation** is replaced by the following:

**A. Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
2. **Cancellation Of Policies In Effect For Less Than 60 Days**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

3. **Cancellation Of Policies In Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
  - b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15

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days before the effective date of cancellation.

- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

- 4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

- 7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

- 2. Paragraph **K. Transfer Of Your Rights And Duties Under This Policy** is replaced by the following:

**K. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

If you die, this Policy will remain in effect as provided in 1. or 2. below, whichever is later:

- 1. For 180 days after your death regardless of the policy period shown in the Declarations, unless the insured property is sold prior to that date; or
- 2. Until the end of the policy period shown in the Declarations, unless the insured property is sold prior to that date.

Coverage during the period of time after your death is subject to all provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period.

- 3. The following paragraphs are added and supersede any provisions to the contrary:

**M. Nonrenewal**

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

**N. Increase Of Premium**

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.





## PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss

occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

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### Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ECONOMIC AND TRADE SANCTIONS CONDITION**

The following condition is added to the **COMMON POLICY CONDITIONS**:

**ECONOMIC AND TRADE SANCTIONS CONDITION**

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void **ab initio** (void from its inception) with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured, or any person or entity claiming the benefits of an insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any claim or "suit" that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;
3. Any claim or "suit" that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;

4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this endorsement a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAR LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**

- I. The following provisions are added to the Business Liability Coverage Forms:

- A. **War** Exclusion i. under Paragraph B.1., **Exclusions – Applicable to Business Liability Coverage** is replaced by the following:

This insurance does not apply to War.

"Bodily injury," "property damage," "personal and advertising injury," however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government,

sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

- II. The following provision is added to the Business Liability Coverage Form:

- A. Exclusion h. under Paragraph B.2., **Exclusions – Applicable To Medical Expenses Coverage** does not apply. Medical Expenses due to war are now subject to Exclusion g. of Paragraph B.2., since "bodily injury" arising out of war is now excluded under Paragraph B.1., **Exclusions – Applicable To Business Liability Coverage**.

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## EXCLUSION – SILICA

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

**A. The following exclusion is added to Section B.1. EXCLUSIONS – Applicable to Business Liability Coverage:**

This insurance does not apply to:

**Silica**

- (1) **"Bodily injury"** arising in whole or in part out of the actual, alleged or threatened respiration or ingestion at any time of **"silica"**;
- (2) **"Property damage"** arising in whole or in part out of the actual, alleged or threatened presence of **"silica,"** or
- (3) **"Personal and advertising injury"** arising in whole or in part out of the actual, alleged or threatened exposure at any time to or the presence of **"silica."**

**B. The following definition is added:**

**"Silica"** means the chemical compound silicon dioxide (SiO<sub>2</sub>) in any form, including dust which contains **"silica."**



## EXCLUSION – RESPIRABLE DUST

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

The following exclusion is added to **Section B.1. EXCLUSIONS – Applicable to Business Liability Coverage**:

This insurance does not apply to:

Respirable Dust

- (1) **"Bodily injury"** arising in whole or in part out of the actual, alleged or threatened respiration or ingestion at any time of respirable dust;
- (2) **"Property damage"** arising in whole or in part out of the actual, alleged or threatened presence of respirable dust; or
- (3) **"Personal and advertising injury"** arising in whole or in part out of the actual, alleged or threatened exposure at any time to or the presence of respirable dust.

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## BUSINESSOWNERS COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy.
    - (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
      - (a) Seasonal unoccupancy; or
      - (b) Buildings in the course of construction, renovation or addition.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
    - (2) After damage by a covered cause of loss, permanent repairs to the building:
      - (a) Have not started, and
      - (b) Have not been contracted for, within 30 days of initial payment of loss.
    - (3) The building has:
      - (a) An outstanding order to vacate;
      - (b) An outstanding demolition order; or
      - (c) Been declared unsafe by governmental authority.
    - (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.
    - (5) Failure to:
      - (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or

(b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

- b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
- c. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

### D. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

**E. Inspections And Surveys**

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

**F. Insurance Under Two Or More Coverages**

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

**G. Liberalization**

If, during your policy period, we adopt any revision that would broaden the coverage under this policy without additional premium the broadened coverage will immediately apply to this policy. The broadened coverage will also apply to the renewal of this policy if such renewal was in process or was mailed prior to the date we adopted such revision.

**H. Other Insurance**

1. If you have other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.
2. Business Liability Coverage is excess over:
  - a. Any other insurance that insures for direct physical loss or damage; or
  - b. Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured.
3. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will

undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

**I. Premiums**

1. The first Named Insured shown in the Declarations:
  - a. Is responsible for the payment of all premiums; and
  - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
  - a. Paid to us prior to the anniversary date; and
  - b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

**J. Premium Audit**

1. This policy is subject to audit if the Declarations show an Audit Period other than 'Not Auditable.' We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.





**K. Transfer Of Rights Of Recovery Against Others To Us****1. Applicable to Businessowners Property Coverage:**

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - (1) Someone insured by this insurance;
  - (2) A business firm:
    - (a) Owned or controlled by you; or
    - (b) That owns or controls you; or
  - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

**2. Applicable to Businessowners Liability Coverage:**

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**L. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



## FUNGI / MOLD / MILDEW / YEAST / MICROBE EXCLUSION

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS LIABILITY COVERAGE FORM

**A. The following exclusion is added to SECTION B.1., EXCLUSIONS – Applicable to Business Liability Coverage:**

This insurance does not apply to:

#### **Fungi and Microbes**

- (1) **"Bodily injury"** or **"personal and advertising injury"** arising out of or relating to, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **"fungi"** or **"microbes"** on or within a building or structure, or on or within any contents of a building or structure. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury.

This exclusion does not apply to:

- (a) any **"fungi"** or **"microbes"** that are, are on, or are contained in, a good or product intended for bodily consumption; or
  - (b) **"microbes"** that were transmitted directly from person to person.
- (2) Any loss, cost or expense arising out of or relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of **"fungi"** or **"microbes"** by any insured or by anyone else.
- (3) **"Property damage"** arising out of or relating to the actual, alleged or threatened contact with, exposure to, existence of, or growth or presence of any **"fungi"** or **"microbes"** on or within a building or structure, or on or within any contents of a building or structure.

**B. The following definitions are added to SECTION F., Liability and Medical Expenses Definitions:**

**"Fungi"** means any form of fungus, including but not limited to, yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of fungi.

**"Microbe(s)"** means any non-fungal microorganism or non-fungal, colony-form organism that causes infection or disease. **"Microbe"** includes any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of microbes.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FUNGI, WET ROT, DRY ROT AND MICROBE EXCLUSION/LIMITED COVERAGE**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

- A. Section B.1., EXCLUSIONS**, is amended to add the following provision:
- m. Fungi, Wet Rot, Dry Rot and Microbes**
- Presence, growth, proliferation, spread or any activity of "fungi," wet or dry rot, or "microbes."
- This exclusion does not apply when "fungi," wet or dry rot or "microbes" result from fire or lightning.
- B. Section B.2., EXCLUSIONS, Paragraph d. Other Types of Loss, items (2) and (7)**, are deleted in their entirety and replaced as follows:
- (2) Rust, or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (7) The following causes of loss:
- (a) Dampness or dryness of atmosphere;
- (b) Changes in or extremes of temperature; or
- (c) Marring or scratching.
- C. Section B.1., EXCLUSIONS, Paragraph g. Water**, is amended to add the following provision:
- (5) Continuous or repeated discharge, seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more. But if the continuous or repeated seepage or leakage of water results in Equipment Breakdown not otherwise excluded, we will pay for the loss or damage caused by that Equipment Breakdown.
- D. The following is added to Section A. Coverage, Paragraph 5. of the Additional Coverages section:**
- Additional Coverage – Limited Coverage for "Fungus," Wet Rot, Dry Rot and Bacteria**
1. The coverage described below in paragraphs D.2. and D.6. of this Limited Coverage endorsement only applies when the "fungus," wet or dry rot or bacteria is the result of Covered Causes of Loss other than fire or lightning that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
  2. We will pay for loss or damage by "fungus," wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
    - a. Direct physical loss or damage to Covered Property caused by "fungus," wet or dry rot or bacteria, including the cost of removal of the "fungus," wet or dry rot or bacteria.
    - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus," wet or dry rot or bacteria; and
    - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus," wet or dry rot or bacteria are present.
  3. The coverage described under paragraph D.2. of this Limited Coverage endorsement is limited to \$25,000, unless a different limit is shown in the Declarations. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of Covered Causes of Loss (other than fire or lightning) which take place in a 12 month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus," wet or dry rot or bacteria, we will not pay more than a total of \$25,000 (unless a different limit is shown in the Declarations), even if the "fungus," wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
  4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus," wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.
- If there is covered loss or damage to Covered Property, not caused by "fungus," wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus," wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under the Additional Coverages Section of the Special Property Coverage Forms.
6. The following paragraphs, 6.a. or 6.b. applies to the Business Income and Extra Expense coverage and only if the suspension (slowdown or cessation) of "operations" satisfies all terms and conditions of the applicable Business Income and Extra Expense coverage. The coverage provided under this Limited Coverage is part of and does not increase the applicable Limit of Insurance on the Business Income and Extra Expense coverage.
  - a. If the loss which resulted in "fungus," wet or dry rot or bacteria does not in itself necessitate a suspension of "operations," but such suspension is necessary due to loss or damage to property caused by "fungus," wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
  - b. If a covered suspension of "operations" was caused by loss or damage other than "fungus," wet or dry rot or bacteria but remediation of "fungus," wet or dry rot or bacteria prolongs the "period of restoration," we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.
- E. Under this policy, we will not pay under the Ordinance or Law Coverage for:
  1. Loss or expense sustained due to the enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any activity of "fungus," wet or dry rot or bacteria; or
  2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "fungus," wet or dry rot or bacteria.
- F. **Section G., PROPERTY DEFINITIONS**, is amended to add the following two (2) definitions:
 

**"Fungi"** means any form of fungus, including but not limited to, yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of "fungi." But "fungi" does not include any "fungi" intended by the insured for consumption.

**"Microbe(s)"** means any non-fungal micro-organism or non-fungal, colony-form organism that causes infection or disease. "Microbe" includes any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of "microbes."

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

**SCHEDULE\***

| <b>Prem.<br/>No.</b> | <b>Description<br/>of Property</b> | <b>Loss Payee<br/>(Name &amp; Address)</b> | <b>Provision Applicable<br/>(Indicate Paragraph<br/>A, B, C or D)</b> |
|----------------------|------------------------------------|--|---|
|----------------------|------------------------------------|--|---|

**REFER TO LOSS PAYEE SCHEDULE**

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to the Businessowners Special Property Coverage Form LOSS PAYMENT Loss Condition, as shown in the Declarations or by an "A," "B," "C," or "D" in the Schedule:

**A. LOSS PAYABLE CLAUSE**

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

**B. LENDER'S LOSS PAYABLE CLAUSE**

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor (including a mortgageholder or trustee) with whom you have entered a contract for the sale of Covered Property, whose interest in that Covered Property is established by such written contracts as:

- a. Warehouse receipts;
- b. A contract for deed;
- c. Bills of lading; or
- d. Financing statements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure for similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the Loss Payee will still

have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this policy at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of the Businessowners Special Property Coverage Form will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this policy:

- (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- (2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

- a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we do not renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

**C. CONTRACT OF SALE CLAUSE**

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:
  - a. Adjust losses with you; and
  - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added to the OTHER INSURANCE Businessowners Common Policy Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

**D. BUILDING OWNER LOSS PAYABLE CLAUSE**

1. The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building, in which you are a tenant.
2. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
3. We will adjust losses to tenant's improvements and betterments with you, unless the lease provides otherwise.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – ASBESTOS**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS POLICY**

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened exposure at any time to asbestos; or
- (2) Any loss, cost or expense that may be awarded or incurred:
  - (a) by reason of a claim or "suit" for any such injury or damage; or
  - (b) in complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of asbestos.

Asbestos means the mineral in any form whether or not the asbestos was at any time:

- (1) airborne as a fiber, particle or dust;
- (2) contained in, or formed a part of a product, structure or other real or personal property;
- (3) carried on clothing;
- (4) inhaled or ingested; or
- (5) transmitted by any other means.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EMPLOYMENT – RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**

The following exclusion is added to Section **B. EXCLUSIONS** of the Businessowners Liability Coverage Form:

This insurance does not apply to:

- r. "Bodily injury" or "personal and advertising injury" to:
  - (1) A person arising out of any;
    - (a) Refusal to employ that person;
    - (b) Termination of that person's employment; or
    - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment,

humiliation or discrimination directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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## BUSINESSOWNERS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the company providing the insurance.

The word "insured" means any person or organization qualifying as such under Section C. – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION F – LIABILITY DEFINITIONS.

### A. Coverages

#### 1. Business Liability (Bodily Injury, Property Damage, Personal and Advertising Injury)

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury," "property damage" or "personal and advertising injury," to which this insurance does not apply. We may at our discretion, investigate any "occurrence" or any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D – Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension – Supplementary Payments.

#### b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:
  - (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph C.1. Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known before the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Section C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Section C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."
- f. **Coverage Extension – Supplementary Payments**
- (1) In addition to the Limit of Insurance of Liability we will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
- (a) All expenses we incur.
  - (b) Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
  - (c) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
  - (d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
  - (e) All court costs taxed against the insured in the "suit." However, these payments do not include attorneys' fees or attorney expenses taxed against the insured.
  - (f) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - (g) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.
- These payments will not reduce the Limits of Insurance.
- (2) If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit," we will defend that indemnitee if all of the following conditions are met:
- (a) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - (b) This insurance applies to such liability assumed by the insured;
  - (c) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - (d) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - (e) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - (f) The indemnitee:
    - (i) Agrees in writing to:
      - i. Cooperate with us in the investigation, settlement or defense of the "suit";
      - ii. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - iii. Notify any other insurer whose coverage is available to the indemnitee; and
      - iv. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (ii) Provides us with written authorization to:

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- i. Obtain records and other information related to the "suit"; and
  - ii. Conduct and control the defense of the indemnitee in such "suit."
- (3) So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph B.1.b.(2) Exclusions in Section B - EXCLUSIONS, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (a) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (b) The conditions set forth above, or the terms of the agreement described in f. above are no longer met.

## 2. Medical Expenses

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
 provided that:
  - (a) The accident takes place in the "coverage territory" and during the policy period;
  - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the

applicable Limit of Insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

## B. Exclusions

### 1. Applicable To Business Liability Coverage

This insurance does not apply to:

#### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

#### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract," reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage," provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

#### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by an insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

#### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### e. Employer's Liability

"Bodily Injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

#### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage,

migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat, cool or dehumidify the building or equipment that is used to heat water for personal use by the buildings occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or

- (ii) Any person or organization for whom you may be legally responsible; or

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in

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connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire."

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants."

- (2) Any loss, cost or expense arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- b. Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants."

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement or such claim or "suit" by or on behalf of a governmental authority.

#### g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) An aircraft that is:
  - (a) Hired, chartered, or loaned with a paid crew; but
  - (b) Not owned by any insured;
- (2) A watercraft while ashore on premises you own or rent;
- (3) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (4) Parking an "auto" on, or on the ways next to, premises you own or rent, provided



the "auto" is not owned by or rented or loaned to you or the insured;

- (5) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (6) "Bodily injury" or "property damage" arising out of the operation of any of the following equipment:
  - (a) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (b) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

#### **h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

#### **i. War**

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

#### **j. Professional Services**

"Bodily injury," "property damage," "personal and advertising injury" caused by the rendering or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Supervisory, inspection or engineering services;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;

- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Body piercing services;
- (9) Services in the practice of pharmacy;
- (10) Veterinary medicine services;
- (11) Mortician services; and
- (12) Services rendered in connection with the creation and/or development, modification, or repair of "software," including, but not limited to design, specifications, system or "software" configuration and consultation.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering or failure to render any professional service.

#### **k. Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or





- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Paragraph D. Liability And Medical Expenses Limit Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products – completed operations hazard."

**I. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**m. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products – completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**n. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**o. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**p. Personal And Advertising Injury**

"Personal and advertising injury":

- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";
- (2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (4) Arising out of a criminal act committed by or at the direction of any insured;
- (5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (8) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";
- (9) Committed by an insured whose business is:
  - (a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web-sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under Paragraph **F. Liability And Medical Expenses Definitions.**

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

(10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(11) With respect to any loss, cost or expense arising out of any:

(a) Request, demand or order that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of, "pollutants."

(12) Arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

(13) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement," of copyright, trade dress or slogan.

(14) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

Exclusions **c.**, **d.**, **e.**, **f.**, **g.**, **h.**, **i.**, **k.**, **l.**, **m.**, **n.** and **o.** in **Section II – Liability** do not apply to damage by fire or explosion to premises while rented to you, or temporarily occupied by you with permission of the owner. A separate

Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Paragraph **D. Liability And Medical Expenses Limits of Insurance.**

#### q. **Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

### 2. **Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

- a. To any insured, except "volunteer workers."
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products – completed operations hazard."
- g. Excluded under Business Liability Coverage.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

### 3. **Applicable To Both Business Liability Coverage And Medical Expenses Coverage – Nuclear Energy Liability Exclusion**

This insurance does not apply:

- a. Under Business Liability Coverage, to "bodily injury" or "property damage":
  - (1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy



Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
  - (a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
  - (b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- b. Under Medical Expenses Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- c. Under Business Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of the nuclear material"; if:
  - (1) The "nuclear material":
    - (a) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
    - (b) Has been discharged or dispersed therefrom;
  - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
- d. As used in this exclusion:

- (1) "By-product material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (2) "Hazardous properties" include radioactive, toxic or explosive properties;
- (3) "Nuclear facility" means:
  - (a) Any "nuclear reactor";
  - (b) Any equipment or device designed or used for:
    - (i) Separating the isotopes of uranium or plutonium;
    - (ii) Processing or utilizing "spent fuel"; or
    - (iii) Handling, processing or packaging "waste";
  - (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

- (4) "Nuclear material" means "source material," "special nuclear material" or "byproduct material";
- (5) "Nuclear reactor" means an apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- (6) "Property damage" includes all forms of radioactive contamination of property.
- (7) "Source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (8) "Special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (9) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has

been used or exposed to radiation in a "nuclear reactor";

**(10) "Waste" means any waste material:**

- (a)** Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any one processed primarily for its "source material" content; and
- (b)** Resulting from the operation by any person or organization of any "nuclear facility" included under Paragraph **(a)** and **(b)** of the definition of "nuclear facility."

**C. Who Is An Insured**

**1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an Insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:**

- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these

"employees" or "volunteer workers" are insureds for:

**(1) "Bodily injury" or "personal and advertising injury":**

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b)** To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(a)** above;

- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(a)** or **(b)**; or

- (d)** Arising out of his or her providing or failing to provide professional health care services.

**(2) "Property damage" to property:**

- (a)** Owned, occupied or used by,

- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees," "volunteer workers," any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b.** Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c.** Any person or organization having proper temporary custody of your property if you die, but only:

- (1)** With respect to liability arising out of the maintenance or use of that property; and

- (2)** Until your legal representative has been appointed.

- d.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

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3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Bodily Injury and Property Damage coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Personal and Advertising Injury coverage does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### **D. Liability And Medical Expenses Limits Of Insurance**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits."
2. The most we will pay for:

- a. Injury or damages under the "products completed operations hazard" arising from all "occurrences" during the policy period is the Products-Completed Operations Aggregate Limit shown in the Declarations.

- b. All other injury or damages, including medical expenses, arising from all "occurrences" during the policy period is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This aggregate Limit does not apply to "property damage" to premises rented to you arising out of fire, lightning or explosion.

3. Subject to item 2. above, the most we will pay for the sum of all damages because of all "bodily injury," "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expense Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Subject to item 2. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. The most we will pay under Business Liability Coverage for damages because of "property damage" to premises rented to you, or in the case of fire, while rented to you or temporarily occupied by you with permission of the owner, is the Damage To Premises Rented To You Limit shown in the Declarations.

The Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning, or explosion or any combination of the three.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit," the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit." However, this paragraph does not apply to the Medical Expenses limit set forth in paragraph 3. above.



The Limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **E. Businessowners Liability Conditions**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or

damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **3. Financial Responsibility Laws**

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

#### **4. Legal Action Against Us**

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### **5. Separation Of Insureds**

Except with respect to the Limits of Insurance in this policy, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

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**6. Unintentional Failure to Disclose Hazards**

It is agreed that based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we shall not deny any coverage under this Coverage Form because of such failure.

**F. Liability And Medical Expenses Definitions**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
  - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the

merits in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
- (2) Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be



imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (c) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection or engineering services.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, on which are permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraphs a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraphs a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.



14. "Personal and advertising injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement."

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed

16. "Products – completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.
    - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
    - (c) When that part of the work done at the job site has been put to its intended use by any other person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or

replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Software" means:

- a. Electronic data processing, recording or storage media such as films, tapes, cards, discs, drums or cells; and
- b. Data and programming records used for electronic data processing or electronically controlled equipment stored on such media; and
- c. Written or printed data, such as programs, routines, and symbolic languages, essential to the operation of computers; and
- d. Documents containing information on the operation and maintenance of computers.

19. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage," "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
20. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
21. "Volunteer worker" means a person who is not your "employee," and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
22. "Your product":
- a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a) You;
      - (b) Others trading under your name; or
    - (c) A person or organization whose business or assets you have acquired; and
  - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.
23. "Your work":
- a. Means:
    - (1) Work or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work or operations.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2) The providing of or failure to provide warnings or instructions.

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## TARGETED HACKER ATTACK

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.6.** Coverage Extensions. Unless otherwise stated, payments made under this Coverage Extension are subject to and not in addition to the applicable Limits of Insurance.

#### Targeted Hacker Attack

1. We will pay up to the Limits of Insurance indicated in Paragraphs **9.** and **10.** below, for the following:
  - a. Corruption, distortion, deletion, damage or destruction of your "electronic data" caused by or resulting from a "targeted hacker attack."
  - b. Subject to paragraph **8.** below, actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by the necessary interruption or suspension of your "electronic data processing equipment" resulting from a "targeted hacker attack" that corrupts, distorts, deletes, damages or destroys your "electronic data."
  - c. Subject to paragraph **8.** below, with respect to a "suspension" of your "operations" as described in paragraph **1.b.** above, the "extra expense" (other than the expense to repair or replace property) to:
    - (1) Avoid or minimize the "suspension" of business and to continue "operations"; or
    - (2) Minimize the "suspension" of business if you cannot continue "operations."
2. Worldwide coverage is provided under this Coverage Extension. The coverage territory as described in Paragraph **F.8.b** does not apply to this Coverage Extension.
3. This Coverage Extension does not apply to:
  - a. "Stock"; or
  - b. Property that is licensed, leased or rented to others.
4. The following exclusions as described in Section **B.**, Exclusions, of the Businessowners Special Property Coverage Form do not apply to this Coverage Extension:
  - a. Paragraph **1.j.**; and
  - b. Paragraph **1.k.**
5. The following additional exclusions apply:
 

With respect to this Coverage Extension, we will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

  - a. Programming errors or omissions, or incorrect instructions to a machine, including without limitation, incorrect instructions to "electronic data processing equipment" from a user incorrectly operating with, or committing an error using, an input device (including, without limitation, a keyboard, mouse or touchpad) and corrupting, distorting, deleting, damaging or destroying "electronic data."
  - b. Misappropriation, theft, copying, transfer or unauthorized viewing of any property, proprietary or confidential information, "money," "securities," "stock," "electronic data processing equipment" "electronic media and data" or "electronic data" including without limitation, the use of any computer to cause such misappropriation, transfer or copying.
  - c. Errors or deficiency in design, installation, maintenance, repair or modification of your "electronic data processing equipment," "electronic media and data" or "electronic data" or any "electronic data processing equipment," electronic devices, computer system or network to which your "electronic data processing equipment" "electronic media and data" or "electronic data" is connected or dependent; provided, however, this exclusion shall not apply with respect to any such error or deficiency in design, installation, maintenance, repair or modification that is exploited as part of an otherwise covered "targeted hacker attack."

- d. Unexplained or indeterminable failure, malfunction or slowdown of an "electronic data processing equipment" "electronic media and data" or "electronic data."
  - e. Suspension, interruption, delay, disruption, loss of functionality of, inaccessibility to, or inability to use or communicate with, any "electronic data processing equipment," "electronic media and data," "electronic data," computer resource, electronic device, computer system, computer network or equipment.
  - f. "Mass attack malware."
  - g. "Mass system penetration."
6. The following definitions apply to this Coverage Extension:
- a. Business Income means:
    - (1) Net Income (Net Profit or Loss before Income taxes) that would have been earned or incurred, including; plus
    - (2) Continuing normal operating expenses incurred, including payroll.
  - b. Extra Expense means reasonable and necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no necessary interruption or suspension of your "electronic data processing equipment" resulting from a "targeted hacker attack" that corrupts, distorts, deletes, damages or destroys your "electronic data." Provided, however, that Extra Expense shall not mean the costs you incur to copy, research, replace or restore "electronic data."
7. For purposes of this Coverage Extension only, the definition for "period of restoration" as set forth in the Businessowners Special Property Coverage Form is changed to the following (the definition shall remained unchanged with respect to all other parts of the policy):
- "Period of restoration"** means the period of time that:
- a. Begins on the date and time of the necessary interruption or suspension of your "electronic data processing equipment"; and
  - b. Ends on the date and time that the necessary interruption or suspension of your "electronic data processing equipment" ends, or would have ended had you acted with due diligence and dispatch.
- Provided, however, that "period of restoration" shall not mean more than, or exceed, thirty (30) days. The expiration date of this policy will not cut short the "period of restoration."
8. We shall not be liable for any payment for the "extra expense" you incur, and loss of Business Income you sustain, during the first 12 hours following the date and time the necessary interruption or suspension of your "electronic data processing equipment" begins; provided, however, if the "business income and extra expense" – 72 Hour Deductible endorsement is part of this policy, the "12 hours" reference in this paragraph shall be changed to "72 hours" and the 72 hour deductible stated in that endorsement shall apply with respect to this Coverage Extension.
9. The most we will pay in the aggregate under this Coverage Extension and the policy for all corruption, distortion, deletion, damage, destruction or any other harm to "electronic data" (combined) caused by or resulting from a "targeted hacker attack," during each separate 12 month period of this policy beginning with the effective date of this policy, is \$25,000 or the limit shown on the Declaration page.
10. The most we will pay in the aggregate under this Coverage Extension and the policy for all "extra expense" and loss of "business income" (combined) during each separate 12 month period of this policy beginning with the effective date of this policy is \$25,000.

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## CHOICE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM  
BUSINESS INCOME AND EXTRA EXPENSE

### SUMMARY OF COVERAGES AND LIMITS

The following is a summary of the Coverages and Limits provided by this Choice Endorsement. No coverage is provided by this summary. Please refer to the pertinent provisions herein to review coverages and limits. The Limits shown below in this summary apply on an each "occurrence" basis unless indicated otherwise (\* next to the limit means the limit applies at each described premises).

| Coverage  | Limit   |
|---|---|
| Accounts Receivable   | Additional \$100,000*                             |
| Accounts Receivable – Away from Described Premises and in Transit   | Additional \$100,000                              |
| Brands or Labels  | \$25,000  |
| Business Income and Extra Expense – Dependent Property  | Additional \$15,000                               |
| Business Income and Extra Expense – Extended Business Income  | Additional 30 days                                |
| Business Income and Extra Expense – Newly Acquired Locations  | Additional \$250,000 each newly acquired location |
| Claim Data Expense  | Additional \$5,000                                |
| Computer Fraud  | \$5,000   |
| Electronic Data Processing Equipment and Electronic Media and Data –<br>Worldwide Coverage Extension (Off Premises) | Additional \$25,000                               |
| Limited Building Coverage – Tenant Obligation   | \$5,000*  |
| Lost Key Consequential Loss   | \$500*  |
| Newly Acquired or Constructed Business Personal Property  | Additional \$250,000 each newly acquired premises |
| Ordinance or Law – Increased Period of Restoration  | Additional \$25,000*                              |
| Outdoor Trees, Shrubs, Plants and Lawns   | Additional \$2,000*                               |
| Unauthorized Business Credit/Debit Card Use   | \$5,000   |
| Utility Services – Direct Damage  | \$2,500*  |
| Utility Services – Time Element   | \$2,500*  |

The **BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM, BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM, ADDITIONAL COVERAGES AND COVERAGE EXTENSIONS** are changed as follows:

1. The following Additional Coverages are changed:
  - a. With respect to **Extended Business Income**, the time frame referenced in Paragraph **1.f.(2)(b)** of the Business Income and Extra Expense coverage form is increased by an additional 30 consecutive days.
  - b. The limit applicable to the Additional Coverage – **Claim Data Expense** referenced in Paragraph **3.** of the Claim Data Expense coverage form is increased by \$5,000.
  - c. The limit applicable to the Additional Coverage – **Newly Acquired or Constructed Property** for Business Personal Property referenced in Paragraph **2.b.** of the Newly Acquired or Constructed Property coverage form, is increased by \$250,000.
  - d. The limit applicable to the Additional Coverage – **Outdoor Trees, Shrubs, Plants and Lawns** referenced in Paragraph **2.** of the Outdoor Trees, Shrubs, Plants and Lawns coverage form is increased by \$2,000.
  - e. With respect to the Additional Coverage – **Ordinance or Law**, coverage is extended to include tenant's improvements and betterments as described in Paragraph **A.1.b.(3)** of the Businessowners Special Property Coverage form, if:
    - (1) You are a tenant; and
    - (2) A limit of Insurance is shown in the Declarations for Business Personal Property at the described premises.



## 2. The following Additional Coverages are added:

**a. Brands or Labels**

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or part of the property at an agreed or appraised value. If so, you may:

- (1) Stamp the word Salvage on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
- (2) Remove the brands and labels, if doing so will not physically damage the merchandise or its containers to comply with the law.

We will pay reasonable costs you incur to perform the activity described in Paragraphs (1) and (2) above. The most we will pay for these costs and the value of the damaged property under this Additional Coverage is \$25,000.

Payments under this Additional Coverage are subject to and not in addition to the Limits of Insurance.

**b. Lost Key Consequential Loss**

- (1) We will pay for consequential loss to keys and locks if a master or grand master key is lost or damaged from a Covered Cause of Loss. We will pay for:
  - (a) The actual cost of keys, and
  - (b) Adjustment of locks to accept new keys, or
  - (c) If required, new locks including cost of their installation.
- (2) Loss or damage must be caused by or result from a Covered Cause of Loss including mysterious disappearance.
- (3) The most we will pay for loss or damage under this Additional Coverage is \$500 at each described premises. A deductible does not apply.

**c. Unauthorized Business Card Use**

We will pay for your loss of money or charges and costs you incur that result directly from the unauthorized use of credit, debit or charge cards issued in your business name, including:

- (1) Fund transfer cards:
- (2) Charge plates; or
- (3) Telephone cards.

The most we will pay under this Additional Coverage in any one "occurrence" is \$5,000.

**d. Utility Services – Direct Damage**

- (1) We will pay for loss of or damage to Covered Property caused by the interruption of services to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following Property not on the described premises:
  - (a) "Water Supply Services";
  - (b) "Communication Supply Services"; or
  - (c) "Power Supply Services."

For the coverage provided with this endorsement, "Communication Supply Services" and "Power Supply Services" includes overhead transmission lines.

- (2) The most we will pay for loss or damage under this Additional Coverage in any one "occurrence" is \$2,500 at each described premises.
- (3) Payments under this Additional Coverage are subject to and not in addition to the applicable Limit of Insurance.

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## 3. The following Coverage Extensions are changed as follows:

- a. The limits applicable to the Coverage Extension – **Accounts Receivable** are changed as follows:
  - (1) The limit applicable to records of accounts receivable while in transit or at a premises other than the described premises is increased by \$100,000.
  - (2) The limit applicable to records of accounts receivable at each described premises is increased by \$100,000.
- b. The limit applicable to the Coverage Extension – **Business Income and Extra Expense From Dependent Property** is increased by \$15,000.
- c. The limit applicable to the Coverage Extension – **Business Income and Extra Expense – Newly Acquired Locations** is increased by \$250,000.
- d. The limit applicable in paragraph 6. of the **Electronic Data Processing Equipment and Electronic Media and Data Coverage** Extension is increased by \$25,000.
- e. The limit applicable to the Coverage Extension – **Ordinance or Law – Increased Period of Restoration** is increased by \$25,000.

## 4. The following Coverage Extensions are added:

a. **Computer Fraud**

- (1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, we will also pay for loss of Business Personal Property resulting directly from the fraudulent transfer of that property to a:
  - (a) person (other than an "employee," "manager," "member," "messenger," "trustee or authorized representative); or
  - (b) financial institution account not under your control

Such fraudulent transfer is a transfer done without your knowledge or consent by a natural person (other than an "employee," "manager," "member," "messenger," trustee or authorized representative) who has gained unauthorized access to your "Electronic Data" "Electronic Media and Data;" or "Electronic Data Processing Equipment."

However, this Computer Fraud Coverage Extension does not apply to loss resulting from fraudulent or unauthorized entry or change of "electronic data" or "electronic media and data" by any an "employee," "manager," "member," "messenger," trustee or authorized representative or any person or organization with authorized access to "Electronic Data Processing Equipment."

- (2) The most we will pay under this Coverage Extension in any one "occurrence" is \$5,000, regardless of the number of premises involved.

Solely for this Computer Fraud Coverage Extension, "**Occurrence**" means:

- (a) Any single act or series of related acts;
- (b) The combined total of all separate acts or events whether or not related; or
- (c) A series of acts or events whether or not related

committed by a person acting alone or in collusion with others, or not committed by any identifiable person, during the Policy Period.

- (3) The **Transfer of Property**, **Malicious Code** and **System Penetration** exclusions described in Section B., Exclusions, of the Businessowners Special Property Coverage Form, do not apply to this Coverage Extension.
- (4) With respect to this Computer Fraud Coverage Extension, we will not pay for loss or damage caused directly or indirectly by any "mass system penetration." Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

b. **Limited Building Coverage – Tenant Obligation**

- (1) If, at the described premises:

- (a) You are a Tenant; and
- (b) You are contractually obligated to repair or replace that part of a building you occupy as a tenant, and
- (c) A Limit of Insurance is shown in the Declarations for Business Personal Property:

This insurance applies to direct physical loss of or damage to that part of a building you occupy as a tenant caused by or resulting from a Covered Cause of Loss other than theft or attempted theft.

- (2) This Coverage Extension does not apply to any otherwise covered:
  - (a) Building glass; or
  - (b) Tenants improvements and betterments as described in Paragraph **A.1.b.(3)**, of the Businessowners Special Property Coverage Form.
- (3) The most we will pay under this Coverage Extension in any one occurrence is \$5,000 at each described premises.

**c. Utility Services – Time Element**

- (1) When the Declarations show that you have coverage for Business Income and Extra Expense, that insurance shall apply to the loss of Business Income or Extra Expense caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following property not on the described premises:
  - (a) "Water Supply Services";
  - (b) "Communication Supply Services"; or
  - (c) "Power Supply Services."

For the coverage provided with this endorsement, "Communication Supply Services" and "Power Supply Services" includes overhead transmission lines.

- (2) We will pay the actual loss sustained from the initial time of service(s) failure at the described premises but only when the service interruption at the described premises exceeds 24 hours immediately following the direct physical loss or damage. Coverage does not apply to any reduction of income after service has been restored to your premises.
- (3) The most we will pay for loss under this Coverage Extension in any one "occurrence" is \$2,500 at each described premises.

All other terms and conditions of the Policy remain unchanged.

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## FIDUCIARY LIABILITY COVERAGE FORM

THIS IS A CLAIMS MADE COVERAGE FORM. PLEASE READ ALL PROVISIONS AND CONTACT YOUR AGENT IF YOU HAVE ANY QUESTIONS. THIS INSURANCE APPLIES ONLY TO "WRONGFUL ACTS" THAT OCCUR BETWEEN THE RETROACTIVE DATE AND THE END OF THE "POLICY PERIOD." THIS INSURANCE APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST THE INSURED AFTER THE INCEPTION DATE AND BEFORE THE END OF THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO US IN ACCORDANCE WITH THE PROVISIONS OF THIS FORM. UPON TERMINATION OF YOUR POLICY AN AUTOMATIC EXTENDED REPORTING PERIOD WILL BE PROVIDED, AND A SUPPLEMENTAL EXTENDED REPORTING PERIOD WILL BE AVAILABLE.

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the terms "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy." The terms "we," "us" and "our" refer to the Stock Insurance Company named on the Declarations providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section III – Definitions.

### SECTION I – INSURING AGREEMENTS

#### A. Coverage

We will pay those sums in excess of the deductible and subject to the limits of liability that the Insured becomes legally obligated to pay as "damages" because of a claim resulting from a "wrongful act" provided:

1. The "wrongful act" takes place in the "coverage territory";
2. The "wrongful act" did not occur before the Retroactive Date, if any, shown in the Declarations nor after the end of the "policy period"; and
3. A "claim" arising out of a "wrongful act" is first made against an insured, during the "policy period" or Extended Reporting Period, if applicable and is reported to us in accordance with Section VIII, Conditions, paragraph C, Duties in the event of a "Claim"; and
4. Prior to the inception date of this Coverage Form:
  - a. The Insured did not give notice to a prior insurer of a "related claim";
  - b. The Insured did not give notice to a prior insurer of any such "wrongful act" or "interrelated wrongful act."

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided

for under paragraph 1.D. – **Supplementary Payments**

#### B. Defense

We have the right and duty to defend all "suits," even if the allegations are groundless, false or fraudulent. We shall have the right to appoint counsel and to make such investigation and defense of a "suit" as we deem necessary. Alternatively we may, at our option, give our written consent to the defense of any such "suit" to the insured. Our obligation to defend any "suit" or pay any "damages" and "defense expenses" for any "claim" shall be completely fulfilled and extinguished if the limit of insurance has been exhausted by payment of "damages" or "defense expenses."

#### C. Consent To Settle

We shall not settle a "claim" without your written consent. If you refuse to consent to a settlement or compromise recommended by us, and acceptable to the claimant, then the applicable limit of insurance under this Coverage Form shall be reduced to the amount for which the "claim" could have been settled plus all "defense expenses" incurred up to the time we made our recommendation.

#### D. Supplementary Payments

We will pay, with respect to any "claim" or "suit" we investigate or settle, or any "suit" against an insured we defend all "defense expenses." These payments

are included within and reduce the Limits of Insurance.

## SECTION II – WHO IS AN INSURED

### A. If you are designated in the Declarations as:

1. A partnership or joint venture, you are an insured. Your partners or members are also insureds.
2. A limited liability company, you are an insured. Your members and managers are also insureds.
3. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your directors, officers and trustees are also insureds.

### B. Your "plans" and their employees, directors, officers and trustees are also insureds.

### D. Your employees are also insureds, unless otherwise excluded in this policy.

### E. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. You must notify us of such acquisition or formation as soon as practicable. However, coverage under this provision:

1. Is afforded only until the 90th day after you acquire or form the organization, or until the end of the "policy period," whichever is earlier; and
2. Does not apply to an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

## SECTION III – DEFINITIONS

The following defined words shall have the same meaning throughout this Coverage Form, whether expressed in the singular or the plural.

### A. "Claim" means:

1. A "suit"; or
2. A written demand for monetary or non-monetary damages made against an insured, arising out of a "wrongful act,"

### B. "Coverage territory" means:

1. The United States of America (including its territories or possessions) and Puerto Rico; or
2. All parts of the world if the "insured's" responsibility to pay "damages" is determined in a

"suit" on the merits brought in the territory described in Paragraph 1. above or in a settlement of a "claim" that we agree to.

### C. "Damages" means sums, settlements, judgments (including any award of pre-judgment and post-judgment interest) for which you are legally obligated to pay on account of a covered "claim." "Damages" shall not include:

1. Any taxes, sanctions, criminal or civil fines, or penalties imposed by law other than:
  - a. The five percent or less or the twenty percent or less penalty imposed upon an insured as a Fiduciary under Section 502(i) or 502(l) of ERISA;
  - b. Those civil fines or penalties imposed under 42 USC 1320d-5(a) the Health Insurance Portability and Accountability Act of 1996 provided however that our maximum limit of insurance for all such fines and penalties shall be \$10,000 in the aggregate, regardless of the number of "claims" made or insureds covered under this Coverage Form. This sublimit of insurance is part of and not in addition to the limit of insurance set forth on the Declarations.
2. Any amount for which an "insured person" is absolved from payment by reason of any covenant, agreement or court order;
3. Any matters deemed uninsurable under the law pursuant to which this Policy is construed.

Notwithstanding anything to the contrary above, "damages" shall include punitive or exemplary damages, if insurable, to the fullest extent permitted by any applicable law. Where you reasonably determine that punitive, exemplary or multiple damages are insurable under any applicable law, we shall not challenge that determination of insurability.

### D. "Defense expenses" means all fees charged by attorneys designated by us, or by you, with our written consent and all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a "claim" if incurred by us or you with our written consent, including the costs of appeal, attachment or similar bonds. We have no obligation to provide such bonds. "Defense Expenses" shall not include salaries, wages, fees, overhead or benefit expenses associated with the directors, officers, and employees of yours.

### E. "Domestic Partner" means any person qualifying as such under any federal, state or local laws or under your employee benefit plans.

### F. "ERISA or any Similar Act" means the Employee Retirement Income Security Act of 1974, as



amended, or any similar common or statutory law of the United States, Canada or their states, territories or provinces or any other jurisdiction anywhere in the world.

- G. **"Executive officer"** means your chairperson, chief executive officer, president, chief financial officer and in-house general counsel;
- H. **"Insured Persons"** means all of those natural person insureds who are your partners, trustees, members, managers, "executive officers," directors and employees
- I. **"Interrelated Wrongful Acts"** means any "wrongful acts" which are logically or causally connected by reason of any common fact, circumstance, situation, transaction or event.
- J. **"Pension Plan"** means any employee pension benefit plan as defined in 29 U.S.C. §1002 subject to regulation under "ERISA or any Similar Act." "Pension plan" shall not include an excess benefit plan as defined in 29 U.S.C. §1002 or an employee stock ownership plan as defined in 26 U.S.C. §4975.
- K. **"Plan"** means:
  - a. Any "welfare plan" which was, is now, or hereafter becomes, sponsored solely by you, or sponsored jointly by you and a labor organization, solely for the benefit of your employees;
  - b. Any "pension plan" which was, on or prior to the effective date of this Policy, sponsored solely by you, or sponsored jointly by you and a labor organization, solely for the benefit of your employees;
  - c. Any "pension plan" which, after the effective date of this Policy, becomes sponsored solely by you, or jointly by you and a labor organization, solely for the benefit of your employees, if and to the extent coverage with respect such "pension plan" is afforded pursuant to Section XIV.1 of the General Terms & Conditions of this Policy; or
  - d. Any government-mandated insurance for workers' compensation, unemployment, social security or disability benefits for employees of Named Company or any Subsidiary.
- L. **"Welfare Plan"** means any employee welfare benefit plan as defined in 29 U.S.C. §1002 subject to regulation under ERISA or any Similar Act. Welfare Plan shall not include an excess benefit plan as defined in 29 U.S.C. §1002.
- M. **"Policy Period"** means the period from the effective date of this Coverage Form to the expiration date stated on the Declarations, or its earlier cancellation date.
- N. **"Pollutants"** means any substance exhibiting hazardous characteristics as, is or may be defined or

identified on any list of hazardous substances issued by the United States Environmental Protection Agency or any state or local or foreign counterpart. "Pollutants" also means, without limitation, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed), as well as any air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos, or asbestos products or any noise.

- O. **"Related claims"** mean all claims arising out of a single "wrongful act" or arising out of "interrelated wrongful acts."
- P. **"Suit"** means a formal civil, criminal, administrative, or regulatory proceeding or investigation or an arbitration against an "insured," including any appeal therefrom.
- Q. **"Wrongful act"** means any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty by the insureds in the discharge of their duties in their capacities, or solely by reason of their status as fiduciaries or administrators (as defined in "ERISA or any similar act") of any "plan," including, without limitation:
  - (i) Counseling employees, beneficiaries or "plan" participants with respect to any "plans";
  - (ii) Providing interpretations with respect to any "plan";
  - (iii) Handling records in connection with any "plan";
  - (iv) Enrolling, terminating or canceling employees under any "plan"; or
  - (v) Otherwise performing or failing to perform "ERISA or any similar act" obligations relating to any "plan."

#### SECTION IV- EXTENDED REPORTING PERIOD

- A. If the first Named Insured cancels or non-renews this Coverage Form or if we decide not to offer any renewal terms for this Coverage Form, the first Named Insured shall have the right to purchase, upon payment of an additional premium not to exceed 200% of the annual premium for this coverage, an extension of this Coverage Form for a period of 12 months immediately following the end of the "policy period," but only with respect to any "wrongful act" committed before the earlier of the end of the "policy period";  
  
This period shall be referred to as the Extended Reporting Period.
- B. As a condition precedent to the right to purchase the Extended Reporting Period, the total premium for this Coverage Form must have been paid. The right to purchase the Extended Reporting Period shall end



unless we receive written notice and full payment of the premium for such period within 30 days after the end of the "policy period."

- C. If the Extended Reporting Period is purchased, the entire premium shall be deemed fully earned at its commencement without any obligation by us to return any portion thereof.
- D. There is no separate or additional limit of insurance for the Extended Reporting Period.

#### SECTION V- LIMIT OF INSURANCE

Your rights and ours are stated in the attached Single Limit of Insurance Endorsement For Employment Practices/Fiduciary Liability Coverage Forms

#### SECTION VI - EXCLUSIONS

##### A. Exclusions Applicable to Damages and Defense Expenses

We will not be liable to pay any "damages" or "defense expenses" under this Coverage Form in connection with any "claim" made against an insured:

###### 1. Bodily Injury/Property Damage

For any actual or alleged bodily injury (including death), sickness, disease of any person, or damage to or destruction of any tangible property including loss of use;

###### 2. Violation of Law

For any actual or alleged violation of any law governing workers' compensation, unemployment insurance, social security, disability benefits or any other similar federal, state or local statutory or regulatory law or common law anywhere in the world except the Consolidated Omnibus Budget Reconciliation Act of 1985 or the Health Insurance Portability and Accountability Act of 1996 or any amendments to such laws or any rules or regulations promulgated under such laws.

###### 3. Pollution

Based upon, directly or indirectly arising out of or in any way involving: any nuclear reaction, radiation or contamination, or any actual, alleged or threatened discharge, release, escape, or disposal of, or exposure to, "pollutants"; any request, direction or order that any of the insureds test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effect of "pollutants" or nuclear reaction, radiation or contamination, or any voluntary decision to do so; or any actual or alleged property damage, or bodily injury, sickness, disease or death of any person resulting from any of the aforementioned matters.

#### 4. Prior Wrongful Acts of Subsidiaries

For:

- (a) Any "wrongful act" by an insured of any of your subsidiaries, or by such subsidiary occurring before the date such entity became a subsidiary, or
- (b) Any other "wrongful act," whenever occurring, which, together with a "wrongful act" described in (a) above, would constitute "interrelated wrongful acts."

#### 5. Assumed Liability

Based upon, directly or indirectly arising out of or in any way involving the insured's assumption of the liability of others in any oral or written contract or agreement, unless such liability would have attached to an Insured in the absence of such agreement.

##### B. Exclusions Applicable to Non-Monetary Relief

We will not be liable to pay any "damages" under this Coverage Form that represent:

- 1. The return or reversion to you of any contribution or asset of any "plan";
- 2. Any costs incurred by an insured to comply with any order for remedial, preventive, injunctive or other non-monetary relief, or to comply with an agreement to provide such relief;
- 3. Benefits due or to become due under any "plan," or benefits which would be due under any "plan" if such "plan" complied with all applicable law, except to the extent that:
  - i. An "insured person" is legally obligated to pay such benefits as a personal obligation, and
  - ii. Recovery for the benefits is based upon a covered "wrongful act"; or
- 4. An employer's contributions owed to a "plan" and other amounts for which the insureds are legally obligated to pay by reason of the failure to collect such contributions.

#### SECTION VII – CONDITIONS

##### A. Bankruptcy

Bankruptcy or insolvency of the insured or of the "insured's" estate will not relieve us of our obligations under this policy.

##### B. Duties In The Event Of A "Claim"

- 1. If, during the "policy period" or any Extended Reporting Period, if applicable, any "claim" is first made against the "insured," the insured shall, as a condition precedent to our obligations under this Coverage Form, give us written notice as



soon as practicable but in no event later than ninety (90) days after the end of the "policy period" or the Extended Reporting Period, if applicable.

**2. You must:**

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
- b. Authorize us to obtain records and other information; and
- c. Cooperate with us in the investigation or settlement of the "claim" or defense of the "suit."

3. No insured shall voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

**C. Duties in the Event of A "Wrongful Act" That May Result In A "Claim"**

If, during the "policy period," you first become aware of a specific "wrongful act" which may reasonably give rise to a future "claim," and during the "policy period" give written notice to us of:

1. The names of any potential claimants and a description of the "wrongful act" which forms the basis of their potential "claim";
2. The identity of the specific insureds allegedly responsible for such specific "wrongful act";
3. The consequences which have resulted or may result from such specific "wrongful act";
4. The nature of the potential monetary damages which may be sought in consequence of such specific "wrongful act"; and
5. The circumstances by which you first became aware of such specific "wrongful act";

Then any "claim" otherwise covered pursuant to this Coverage Form which is subsequently made and which arises out of such "wrongful act" shall be deemed to have been first made and reported to us by you at the time we received such written notice. No coverage is provided for fees and expenses incurred prior to the time such notice results in a "claim."

**D. When a "Claim" is Deemed Made**

A "claim" shall be deemed made:

1. In the case of a civil, criminal, administrative or regulatory proceeding or arbitration, on the earliest of the date of service upon or other receipt by the insured of a complaint, indictment, notice of charge or similar document against the insured in such proceeding or arbitration;

2. In the case of an investigation, on the earliest of the date of service upon or other receipt by the insured of a written notice or subpoena from the investigating authority identifying such "insured person" as an individual against whom a formal proceeding may be commenced;

3. In the case of a written demand for monetary damages or non monetary relief, upon the insured's receipt of such written demand.

**E. Other Insurance**

The **Other Insurance** clause, Section H. of the Common Policy Conditions is deleted and replaced with the following:

If any "damages" and "defense expenses" resulting from any "claim" are insured under any other policies, this Coverage Form shall apply only to the extent the "damages" and "defense expenses" exceed the amount paid under such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over this Coverage Form.

**F. Section IV. Estates, Legal Representatives and Spouses/Domestic Partners**

Section L. of the Common Policy Conditions, Transfer Of Your Rights And Duties Under This Policy, is deleted in its entirety and replaced as follows:

The estates, heirs, legal representatives, assigns, spouses and any "domestic partner" of "insured persons" shall be considered insureds under this Coverage Form; provided, however, coverage is afforded to such estates, heirs, legal representatives, assigns and spouses only for a "claim" arising solely out of their status as such and, in the case of a spouse or "domestic partner," where such "claim" seeks damages from marital community property, jointly held property or property transferred from the "insured person" to the spouse or "domestic partner." No coverage is provided for any act, error or omission of an estate, heir, legal representative, assign, spouse or "domestic partner." All terms and conditions of this Coverage Form, including without limitation the deductible applicable to "damages" and "defense expenses" incurred by the "insured person" shall also apply to "damages" and "defense expenses" incurred by such estates, heirs, legal representatives, assigns, spouses and "domestic partners."

**G. No Action Against Us**

1. No action shall be taken against us unless, as a condition precedent, there shall have been full compliance with all the provisions of this Coverage Form nor until the amount of your obligation to pay shall have been finally determined either by final and nonappealable



judgment against you after trial or by written agreement by you, the claimant and us.

2. No person or organization shall have any right under this Coverage Form to join us a party to any "suit" against you to determine your liability, nor shall we be impleaded by you or your legal representatives in any such "suit."

#### **H. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Form those rights are transferred to us. The insured must do nothing after a "claim" is made to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

In no event shall the insured be entitled to recoup from recoveries any amount to satisfy any deductible until after all amounts which we are required to pay or do pay under this Coverage Form are reimbursed to us.

#### **I. Transfer Of Duties When Limit Of Insurance Is Exhausted**

1. If we conclude that, based on "claims" which have been reported to us and to which this insurance may apply, the limit of insurance is likely to be exhausted in the payment of "damages" or "defense expenses," we will notify the first named insured, in writing, to that effect;
2. When the limit of insurance has actually been exhausted by payments of "damages" or "defense expenses," we will:
  - a. Notify the first "named insured" in writing, as soon as practicable, that such limit has been exhausted and that our obligations under this Coverage Form shall be deemed completely fulfilled and extinguished;
  - b. Initiate, and cooperate in, the transfer of control, to any appropriate insured, of all open "claims" to you; and
  - c. Take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "claims" until such transfer is

completed, provided you are cooperating in completing such transfer.

3. Upon receipt of such notice, you, must:
  - a. Cooperate in the transfer of control of "claims"; and
  - b. Arrange for the defense of such "claim" within such time period as agreed to between you and us. Arrangements for the defense of such "claim" must be made as soon as practicable.
4. We will take no action with respect to defense for any "claim" if such "claim" is reported to us after the applicable limit of insurance is exhausted. It becomes the your responsibility to arrange defense for such "claim."
5. You will reimburse us as soon as practicable for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph 2. above.
6. The exhaustion of the applicable limit of insurance and the resulting end of our duty to defend will not be affected by our failure to comply with any of the provisions of this Condition.

#### **J. Named Insured Authorization**

The insureds agree that the first named insured will act on behalf of all insureds with respect to giving of all notice to us (except notices provided in Section VII. Paragraph B and C), the receipt of notices from us, the payment of the premiums, the receipt of any return premiums that may become due under this Coverage Form, and the acceptance of endorsements.

#### **K. Assignment of Interest**

Assignment of interest under this Coverage Form shall not bind us unless its consent is endorsed to this Coverage Form.

#### **L. Common Policy Conditions**

Unless otherwise stated in this Coverage Form, all of the terms and conditions of the Businessowners Common Policy Conditions shall be included and incorporated into this Coverage Form.

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## SINGLE LIMIT OF INSURANCE ENDORSEMENT FOR EMPLOYMENT PRACTICES/FIDUCIARY LIABILITY COVERAGE FORMS

In consideration of the premium paid for this Policy, it is hereby understood and agreed that the following endorsement is applicable to the Employment Practices Liability and Fiduciary Liability Coverage Forms:

### SINGLE LIMIT OF INSURANCE/DEDUCTIBLE

- A.** The Employment Practices/Fiduciary Liability single limit of insurance shown in the Declarations and subject to the provisions of the Employment Practices Liability and Fiduciary Liability Coverage Forms is the total amount we will pay as "damages" and "defense expenses" under both the Employment Practices Liability and Fiduciary Liability Coverage Forms combined, regardless of the number of insureds, "claims" made or persons or entities making "claims" under such Coverage Forms. If "related claims" are subsequently made against the insured and reported to us, all such "related claims," whenever made, shall be considered a single "claim" first made and reported to us within the "policy period" in which the earliest of the "related claims" was first made and reported to us.
- B.** The Employment Practices/Fiduciary Liability single limit of insurance shown in the Declarations shall be our maximum aggregate limit of insurance for all "damages" and "defense expenses" under the Employment Practices Liability and Fiduciary Liability Coverage Forms combined, regardless of the number of:
1. Insureds;
  2. "Claims";
  3. "Damages" or "defense expenses" incurred; or
  4. Claimants;
- Our obligations under both the Employment Practices Liability and Fiduciary Liability Coverage Forms, shall be completely fulfilled and extinguished if the Employment Practices/Fiduciary Liability single limit of insurance is exhausted by payment of "damages" or "defense expenses."
- C.** We will pay "damages" and "defense expenses" in excess of the EPL Deductible shown on the Declarations, up to the applicable Employment Practices/Fiduciary Liability single limit of insurance.

### Example No. 1

EPL Deductible: \$5,000

Employment Practices/Fiduciary Single Limit of Insurance: \$100,000

"Damages" and "Defense Expenses": \$75,000

The EPL Deductible will be subtracted from the amount of "damages" and "defense expenses" in calculating the amount payable:

$\$75,000 - \$5,000 = \$70,000$  Amount Payable

### Example No. 2

EPL Deductible: \$5,000

Employment Practices/Fiduciary Single Limit of Insurance: \$100,000

"Damages" and "Defense Expenses": \$120,000

The EPL Deductible will be subtracted from the amount of "damages" and "defense expenses" (\$120,000 - \$5,000 = \$115,000). Since the amount of the "damages" and "defense expenses" minus the EPL Deductible exceeds the Employment Practices/Fiduciary Liability single limit of insurance, the policy will pay the full Employment Practices/Fiduciary Liability Single Limit of Insurance (\$100,000).

- D.** Subject to Paragraph E. below, we may pay any part or all of the EPL Deductible amount to effect settlement of any "claim" and, upon notification of the action taken, you shall promptly reimburse us for such part of the EPL Deductible amount as has been paid by us.
- E.** No deductible applies with respect to any "claim" against any "insured person" if you are not permitted to advance "defense expenses" or to indemnify such "insured person" for "damages" by reason of:
1. Financial insolvency; or
  2. A good faith determination by you that such payment is not permitted under the broadest construction of applicable law



## EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

THIS IS A CLAIMS MADE COVERAGE FORM. PLEASE READ ALL PROVISIONS AND CONTACT YOUR AGENT IF YOU HAVE ANY QUESTIONS. THIS INSURANCE APPLIES ONLY TO "WRONGFUL ACTS" THAT OCCUR BETWEEN THE RETROACTIVE DATE AND THE END OF THE "POLICY PERIOD." THIS INSURANCE APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST THE INSURED AFTER THE INCEPTION DATE AND BEFORE THE END OF THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO US IN ACCORDANCE WITH THE PROVISIONS OF THIS FORM. UPON TERMINATION OF YOUR POLICY AN AUTOMATIC EXTENDED REPORTING PERIOD WILL BE PROVIDED, AND A SUPPLEMENTAL EXTENDED REPORTING PERIOD WILL BE AVAILABLE.

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the terms "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy." The terms "we," "us" and "our" refer to the Stock Insurance Company named on the Declarations providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section III Definitions.

### SECTION I - INSURING AGREEMENTS

#### A. Coverage

We will pay those sums in excess of the deductible and subject to the limits of liability that the Insured becomes legally obligated to pay as "damages" because of a "claim" resulting from a "wrongful employment practice" provided:

1. The "wrongful employment practice" takes place in the "coverage territory";
2. The "wrongful employment practice" did not occur before the Retroactive Date, if any, shown in the Declarations nor after the end of the "policy period"; and
3. A "claim" arising out of a "wrongful employment practice" is first made against an insured, during the "policy period" or Extended Reporting Period, if applicable and is reported to us in accordance with Section VIII, Conditions, paragraph C, Duties in the event of a "Claim"; and
4. Prior to the inception date of this Coverage Form:
  - a. the Insured did not give notice to a prior insurer of a "related claim";
  - b. the Insured did not give notice to a prior insurer of any such "wrongful employment practice" or "interrelated wrongful employment practice."

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under paragraph 1.D. **Supplementary Payments**

#### B. Defense

We have the right and duty to defend all "suits," even if the allegations are groundless, false or fraudulent. We shall have the right to appoint counsel and to make such investigation and defense of a "suit" as we deem necessary. Alternatively we may, at our option, give our written consent to the defense of any such "suit" to the insured. Our obligation to defend any "suit" or pay any "damages" and "defense expenses" for any "claim" shall be completely fulfilled and extinguished if the limit of insurance has been exhausted by payment of "damages" or "defense expenses."

#### C. Consent To Settle

We shall not settle a "claim" without your written consent. If you refuse to consent to a settlement or compromise recommended by us, and acceptable to the claimant, then the applicable limit of insurance under this Coverage Form shall be reduced to the amount for which the "claim" could have been settled plus all "defense expenses" incurred up to the time we made our recommendation.

#### D. Supplementary Payments

We will pay, with respect to any "claim" or "suit" we investigate or settle, or any "suit" against an insured we defend all "defense expenses." These payments are included within and reduce the Limits of Insurance.



**SECTION II – WHO IS AN INSURED****A. If you are designated in the Declarations as:**

1. A partnership or joint venture, you are an insured. Your partners or members are also insureds.
2. A limited liability company, you are an insured. Your members and managers are also insureds.
3. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are also insureds.

**B. Your "employees" are also insureds, unless otherwise excluded in this policy.****C. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. You must notify us of such acquisition or formation as soon as practicable. However, coverage under this provision:**

1. Is afforded only until the 90th day after you acquire or form the organization, or until the end of the policy period, whichever is earlier; and
2. Does not apply to an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III – DEFINITIONS**

The following defined words shall have the same meaning throughout this Coverage Form, whether expressed in the singular or the plural.

**A. "Claim" means a "suit" or written demand for monetary damages against an insured and made by or on behalf of a natural person who is an "employee" or applicant for employment for a "wrongful employment practice."****B. "Coverage territory" means:**

1. The United States of America (including its territories or possessions) and Puerto Rico; or
2. All parts of the world if the insured's responsibility to pay "damages" is determined in a "suit" on the merits brought in the territory described in Paragraph 1. above or in a settlement of a "claim" that we agree to.

**C. "Damages" means sums (including back pay and front pay), settlements, judgments (including any award of pre-judgment and post-judgment interest) for which you are legally obligated to pay on account of a covered "claim." "Damages" shall not include:**

1. criminal or civil fines or penalties imposed by law;
2. taxes;
3. liquidated or the multiple portion of any multiplied damages, amounts which may be deemed uninsurable under the law pursuant to which this policy shall be construed;
4. compensation earned by the claimant in the course of employment but unpaid by the Insured, including salary, wages, commissions, bonus or incentive compensation;
5. any amounts for which an Insured is liable due to breach of any written contract of employment;
6. amounts representing medical or insurance premiums or benefit claim payments;
7. any amount for which an Insured is absolved from payment by reason of any covenant, agreement or court order; or
8. future salary, wages or commissions of a claimant who is hired, promoted or reinstated to employment pursuant to a settlement of, order in, or other resolution of any "claim"

Notwithstanding anything to the contrary above, "damages" shall include punitive or exemplary damages, if insurable, to the fullest extent permitted by any applicable law. Where you reasonably determine that punitive, exemplary or multiple damages are insurable under any applicable law, we shall not challenge that determination of insurability.

**D. "Defense expenses" means all fees charged by attorneys designated by us, or by you, with our written consent and all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a "claim" if incurred by us or you with our written consent, including the costs of appeal, attachment or similar bonds. We have no obligation to provide such bonds. "Defense Expenses" shall not include salaries, wages, fees, overhead or benefit expenses associated with the directors, officers, and employees of yours.****E. "Domestic Partner" means any person qualifying as such under any federal, state or local laws or under your employee benefit plans.****F. "EEOC Proceeding" means an investigative proceeding before the Equal Employment Opportunity Commission or an adjudicatory or investigative proceeding before any similar federal, state or local government body whose purpose is to address "wrongful employment practices."****G. "Employee" means all of your past, present or future full-time or part-time employees, including seasonal and temporary employees and employees leased or loaned to you. "Employee" does not include an independent contractor.**

- H. **"ERISA or any Similar Act"** means the Employee Retirement Income Security Act of 1974, as amended, or any similar common or statutory law of the United States, Canada or their states, territories or provinces or any other jurisdiction anywhere in the world.
- I. **"Executive officer"** means your chairperson, chief executive officer, president, chief financial officer and in-house general counsel, and, the director of human resources or equivalent position;
- J. **"Insured Persons"** means all of those natural person insureds who are your partners, members, managers, "executive officers," directors and "employees"
- K. **"Interrelated Wrongful Employment Practices"** means any "wrongful employment practices" which are logically or causally connected by reason of any common fact, circumstance, situation, transaction or event.
- L. **"Policy Period"** means the period from the effective date of this Coverage Form to the expiration date stated on the Declarations, or its earlier cancellation date.
- M. **"Pollutants"** means any substance exhibiting hazardous characteristics as, is or may be defined or identified on any list of hazardous substances issued by the United States Environmental Protection Agency or any state or local or foreign counterpart. "Pollutants" also means, without limitation, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed), as well as any air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos, or asbestos products or any noise.
- N. **"Related claims"** mean all claims arising out of a single "wrongful employment practice" or arising out of "interrelated wrongful employment practices."
- O. **"Suit"** means a formal civil, administrative, or regulatory proceeding (including an "EEOC Proceeding") or investigation or an arbitration against an insured, including any appeal therefrom.
- P. **"Wrongful Employment Practice"** means any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty committed or attempted by the "insured persons" in their capacity as such or by you constituting or related to
1. Wrongful dismissal or discharge or termination of employment, whether actual or constructive;
  2. Employment-related misrepresentation;
  3. Violation of any federal, state or local laws (whether common-law or statutory) concerning employment or discrimination in employment, including the Americans with Disabilities Act of 1992, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964 and the Civil Rights Act of 1866;
  4. Sexual harassment or other unlawful harassment in the work place;
  5. Wrongful deprivation of career opportunity or failure to employ or promote;
  6. Wrongful discipline of "employees";
  7. Retaliation against "employees" for the exercise of any legally protected right or for engaging in any legally protected activity;
  8. Negligent evaluation of "employees";
  9. Failure to adopt adequate workplace or employment policies and procedures;
  10. Employment-related defamation or invasion of privacy; or
  11. Employment-related wrongful infliction of emotional distress.

#### SECTION IV— EXTENDED REPORTING PERIOD

- A. If the first Named Insured cancels or non-renews this Coverage Form or if we decide not to offer any renewal terms for this Coverage Form, the first Named Insured shall have the right to purchase, upon payment of an additional premium not to exceed 200% of the annual premium for this coverage, an extension of this Coverage Form for a period of 12 months immediately following the end of the "policy period," but only with respect to any "wrongful employment practice" committed before the earlier of the end of the "policy period";

This period shall be referred to as the Extended Reporting Period.

- B. As a condition precedent to the right to purchase the Extended Reporting Period, the total premium for this Coverage Form must have been paid. The right to purchase the Extended Reporting Period shall end unless we receive written notice and full payment of the premium for such period within 30 days after the end of the "policy period."
- C. If the Extended Reporting Period is purchased, the entire premium shall be deemed fully earned at its commencement without any obligation by us to return any portion thereof.
- D. There is no separate or additional limit of insurance for the Extended Reporting Period.



**SECTION V - LIMIT OF INSURANCE**

Your rights and ours are stated in the attached Single Limit of Insurance Endorsement For Employment Practices/Fiduciary Liability Coverage Forms

**SECTION VI - EXCLUSIONS****A. Exclusions Applicable to Damages and Defense Expenses**

We will not be liable to pay any "damages" or "defense expenses" under this Coverage Form in connection with any "claim" made against an insured:

**1. Bodily Injury/Property Damage**

For any actual or alleged bodily injury (including death), sickness, disease of any person, or damage to or destruction of any tangible property including loss of use except that this exclusion shall not apply to allegations of emotional distress, humiliation or mental anguish;

**2. Violation of Law**

Based upon, directly or indirectly arising out of, or in any way involving any actual or alleged violation of:

- a. (i) "ERISA or any Similar Act," (ii) the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, or (iii) any other federal, state or local statutory law or common law anywhere in the world governing any employee benefit program, policy, plan or arrangement of any type, including but not limited to laws governing retirement or pension benefit programs, welfare plans, insurance plan, employee stock option ownership or employee stock purchase plans or deferred compensation programs;
- b. Any law governing workers' compensation, unemployment insurance, social security, disability benefits or any other similar federal, state or local statutory or regulatory law or common law anywhere in the world;
- c. The Occupational Safety and Health Act of 1970 (OSHA), as amended, or any other federal, state or local statutory or regulatory law or common law anywhere in the world governing workplace safety and health;
- d. The Fair Labor Standards Act (except the Equal Pay Act), as amended, or any other federal, state or local statutory law or common law anywhere in the world governing wage, hour and payroll policies;
- e. The Workers' Adjustment and Retraining Notification Act, Public Law 100-379 (1988), as amended, or any other federal, state or local statutory or regulatory law or common

law anywhere in the world governing an employer's obligation to notify or bargain with others in advance of any facility closing or mass layoff.

- f. The National Labor Relations Act, as amended, or any other federal, state or local statutory or regulatory law or common law anywhere in the world governing employees' rights and the employers duties with respect to unions, bargaining, strikes, boycotts, picketing, lockouts or collective activities.

However, this exclusion shall not apply to any "claim" alleging retaliation or wrongful dismissal or discharge or termination of employment whether actual or constructive, because of a claimant's exercise of a right pursuant to any such laws;

**3. Pollution**

Based upon, directly or indirectly arising out of or in any way involving: any nuclear reaction, radiation or contamination, or any actual, alleged or threatened discharge, release, escape, or disposal of, or exposure to, "pollutants"; any request, direction or order that any of the insureds test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effect of "pollutants" or nuclear reaction, radiation or contamination, or any voluntary decision to do so; or any actual or alleged property damage, or bodily injury, sickness, disease or death of any person resulting from any of the aforementioned matters. However, this exclusion shall not apply to any "claim" alleging retaliation or wrongful dismissal or discharge or termination of employment whether actual or constructive, because of a claimant's exercise of a right pursuant to any such laws;

**4. Prior Wrongful Acts of Subsidiaries**

For:

- (a) Any "wrongful employment practice" by an insured of any of your subsidiaries, or by such subsidiary occurring before the date such entity became a subsidiary, or
- (b) Any other "wrongful employment practice," whenever occurring, which, together with a "wrongful employment practice" described in (a) above, would constitute "interrelated wrongful employment practices."

**5. Assumed Liability**

Based upon, directly or indirectly arising out of or in any way involving the insured's assumption of the liability of others in any oral or written contract or agreement, unless such liability would have attached to an Insured in the absence of such agreement;

**B. Exclusions Applicable to Non-Monetary Relief**

We will not be liable to pay any "damages" under this Coverage Form that represent

1. The cost of any non-monetary relief, including without limitation any costs associated with compliance with any injunctive relief of any kind or nature imposed by any judgment or settlement;
2. The costs associated with providing any reasonable accommodations required by, made as a result of, or to conform with the requirements of the Americans With Disabilities Act and any amendments thereto or any similar federal, state or local statute, regulation, or common laws;
3. Amounts determined to be owing under an express contract with or express severance obligation of yours; however, this exclusion shall not apply if and to the extent that liability would have attached to such insured in the absence of the express contract with or obligation of yours ; or
4. Medical or insurance benefits to which the claimant allegedly was entitled or would have been entitled had you provided the claimant with a continuation or conversion of insurance.

**SECTION VII – CONDITIONS****A. Bankruptcy**

Bankruptcy or insolvency of the insured or of the "insured's" estate will not relieve us of our obligations under this policy.

**B. Duties In The Event Of A "Claim"**

1. If, during the "policy period" or any Extended Reporting Period, if applicable, any "claim" is first made against the "insured," the insured shall, as a condition precedent to our obligations under this Coverage Form, give us written notice as soon as practicable but in no event later than ninety (90) days after the end of the "policy period" or the Extended Reporting Period, if applicable.
2. You must:
  - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
  - b. Authorize us to obtain records and other information; and
  - c. Cooperate with us in the investigation or settlement of the "claim" or defense of the "suit."
3. No insured shall voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

**C. Duties in the Event of A "Wrongful Employment Practice" That May Result In A "Claim"**

If, during the "policy period," you first become aware of a specific "wrongful employment practice" which may reasonably give rise to a future "claim," and during the "policy period" give written notice to us of:

1. The names of any potential claimants and a description of the "wrongful employment practice" which forms the basis of their potential "claim";
2. The identity of the specific insureds allegedly responsible for such specific "wrongful employment practice";
3. The consequences which have resulted or may result from such specific "wrongful employment practice";
4. The nature of the potential monetary damages which may be sought in consequence of such specific "wrongful employment practice"; and
5. The circumstances by which you first became aware of such specific "wrongful employment practice";

Then any "claim" otherwise covered pursuant to this Coverage Form which is subsequently made and which arises out of such "wrongful employment practice" shall be deemed to have been first made and reported to us by you at the time we received such written notice. No coverage is provided for fees and expenses incurred prior to the time such notice results in a "claim."

**D. When a "Claim" is Deemed Made**

A "claim" shall be deemed made:

1. In the case of a civil, administrative or regulatory proceeding or arbitration, on the earliest of the date of service upon or other receipt by the insured of a complaint, or similar document against the insured in such proceeding or arbitration;
2. In the case of an investigation, on the earliest of the date of service upon or other receipt by the insured of a written notice or subpoena from the investigating authority identifying such "insured person" as an individual against whom a formal proceeding may be commenced;
3. In the case of a written demand for monetary damages, upon the insured's receipt of such written demand.

**E. Other Insurance**

The **Other Insurance** clause, Section H. of the Common Policy Conditions is deleted and replaced with the following:





If any "damages" and "defense expenses" resulting from any "claim" are insured under any other policies, this Coverage Form shall apply only to the extent the "damages" and "defense expenses" exceed the amount paid under such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over this Coverage Form.

**F. Section IV. Estates, Legal Representatives and Spouses/Domestic Partners**

Section L. of the Common Policy Conditions, Transfer Of Your Rights And Duties Under This Policy, is deleted in its entirety and replaced as follows:

The estates, heirs, legal representatives, assigns, spouses and any "domestic partner" of "insured persons" shall be considered insureds under this Coverage Form; provided, however, coverage is afforded to such estates, heirs, legal representatives, assigns and spouses only for a "claim" arising solely out of their status as such and, in the case of a spouse or "domestic partner," where such "claim" seeks damages from marital community property, jointly held property or property transferred from the "insured person" to the spouse or "domestic partner." No coverage is provided for any act, error or omission of an estate, heir, legal representative, assign, spouse or "domestic partner." All terms and conditions of this Coverage Form, including without limitation the deductible applicable to "damages" and "defense expenses" incurred by the "insured person" shall also apply to "damages" and "defense expenses" incurred by such estates, heirs, legal representatives, assigns, spouses and "domestic partners."

**G. No Action Against Us**

1. No action shall be taken against us unless, as a condition precedent, there shall have been full compliance with all the provisions of this Coverage Form nor until the amount of your obligation to pay shall have been finally determined either by final and nonappealable judgment against you after trial or by written agreement by you, the claimant and us.
2. No person or organization shall have any right under this Coverage Form to join us a party to any "suit" against you to determine your liability, nor shall we be impleaded by you or your legal representatives in any such "suit."

**H. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Form those rights are transferred to us. The insured must do nothing after a "claim" is made to impair them. At our

request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

In no event shall the insured be entitled to recoup from recoveries any amount to satisfy any deductible until after all amounts which we are required to pay or do pay under this Coverage Form are reimbursed to us.

**I. Transfer Of Duties When Limit Of Insurance Is Exhausted**

1. If we conclude that, based on "claims" which have been reported to us and to which this insurance may apply, the limit of insurance is likely to be exhausted in the payment of "damages" or "defense expenses," we will notify the first named insured, in writing, to that effect;
2. When the limit of insurance has actually been exhausted by payments of "damages" or "defense expenses," we will:
  - a. Notify the first named insured in writing, as soon as practicable, that such limit has been exhausted and that our obligations under this Coverage Form shall be deemed completely fulfilled and extinguished;
  - b. Initiate, and cooperate in, the transfer of control, to any appropriate insured, of all open "claims" to you; and
  - c. Take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "claims" until such transfer is completed, provided you are cooperating in completing such transfer.
3. Upon receipt of such notice, you must:
  - a. Cooperate in the transfer of control of "claims"; and
  - b. Arrange for the defense of such "claim" within such time period as agreed to between you and us. Arrangements for the defense of such "claim" must be made as soon as practicable.
4. We will take no action with respect to defense for any "claim" if such "claim" is reported to us after the applicable limit of insurance is exhausted. It becomes your responsibility to arrange defense for such "claim."
5. You will reimburse us as soon as practicable for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph 2. above.
6. The exhaustion of the applicable limit of insurance and the resulting end of our duty to defend will not be affected by our failure to comply with any of the provisions of this Condition.

**J. Named Insured Authorization**

The insureds agree that the first named insured will act on behalf of all insureds with respect to giving of all notice to us (except notices provided in Section VII. Paragraph **B** and **C**), the receipt of notices from us, the payment of the premiums, the receipt of any return premiums that may become due under this Coverage Form, and the acceptance of endorsements.

**K. Assignment of Interest**

Assignment of interest under this Coverage Form shall not bind us unless its consent is endorsed to this Coverage Form.

**L. Common Policy Conditions**

Unless otherwise stated in this Coverage Form, all of the terms and conditions of the Business Owners Common Policy Conditions Endorsement shall be included and incorporated into this Coverage Form.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**CONCURRENT CAUSATION, EARTH MOVEMENT & WATER EXCLUSION**  
**CHANGES**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

**A. Section B. EXCLUSIONS** the first paragraph of **B.1.** is deleted in its entirety and replaced by the following:

1. We will not pay for loss or damage directly or indirectly caused by or resulting from any of the following regardless of: (a) the causes of the excluded event; or (b) other causes of the loss; or (c) any other causes or events, whether or not insured under this Policy, which may have contributed concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurred suddenly or gradually, involved isolated or widespread damage, arose from natural or external forces or acts or omissions of man, or occurred as a result of any combination of any of the following:

**B. Section B. EXCLUSIONS** exclusion **B.1.b. Earth Movement** deleted in its entirety and replaced by the following:

**b. Earth Movement**

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Earth sinking (other than sinkhole collapse), rising or shifting, including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

Also, Earth Movement, as described in (1) through (4) applies to acts or omissions of man or any other cause or combination of causes listed above. But if Earth Movement, as described in (1) through (4) above, results in fire or explosion, and such resulting loss or damage is not otherwise excluded, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic

Action, and such resulting loss or damage is not otherwise excluded, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the Covered Property.

**C. Section B. EXCLUSIONS** exclusion **B.1.g. Water** is deleted in its entirety and replaced by the following:

**g. Water**

- (1) "Flood," surface water, waves, tides, tidal waves, overflow of any body of water, including release of water held by a dam, levy or dike or by a water or flood control device, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water or sewage that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.

But if water, as described in g.(1) through g.(4) above, results in fire, explosion, or sprinkler leakage not otherwise excluded, we will pay for the loss or damage caused by that fire, explosion, or sprinkler leakage.

- D. Wherever the word "flood" appears in the Commercial Property Coverage Part, it is amended to a defined term, as per the following, and is added to the Definitions section of each applicable coverage part.

**"Flood"** means a general and temporary condition of partial or complete inundation of normally dry land

areas, whether caused by natural occurrences, acts or omissions of man or any other cause or combination of causes.

All flooding in a continuous or protracted event will constitute a single flood.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**IDENTITY THEFT/RECOVERY SERVICES ENDORSEMENT**

**IDENTITY THEFT/RECOVERY CASE MANAGEMENT SERVICE AND EXPENSE  
REIMBURSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following changes apply to the **Businessowners  
Special Property Coverage Form**:

**A. IDENTITY RECOVERY COVERAGE**

The following is added to **Paragraph 5. Additional Coverages**:

We will provide the Case Management Service and Expense Reimbursement Coverage indicated below if all of the following requirements are met:

1. There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this policy; and
2. Such "identity theft" is first discovered by the "identity recovery insured" during the policy period for which this Identity Recovery coverage is applicable; and
3. Such "identity theft" is reported to us as soon as practicable but in no event later than 60 days after it is first discovered by the "identity recovery insured."

If all three of the requirements listed above have been met, then we will provide the following to the "identity recovery insured":

**1. Case Management Service**

Services of an "identity recovery case manager" as needed to respond to the "identity theft"; and

**2. Expense Reimbursement**

Reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft."

This coverage is additional insurance.

**B. EXCLUSIONS**

The following additional exclusions are added to **Section B. - Exclusions** and apply to this coverage:

We do not cover loss or expense arising from any of the following:

1. Theft of a professional or business identity.
2. Any fraudulent, dishonest or criminal act by an "identity recovery insured," or any person aiding or abetting an "identity recovery insured," or by any

authorized representative of an "identity recovery insured," whether acting alone or in collusion with others. However, this exclusion shall not apply to the interests of an "insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.

3. Loss other than "identity recovery expenses."
4. An "identity theft" that is first discovered by the "identity recovery insured" prior to or after the policy period for which this coverage applies. This exclusion applies whether or not such "identity theft" began or continued during the period of coverage.
5. An "identity theft" that is not reported to us within 60 days after it is first discovered by the "identity recovery insured."
6. An "identity theft" that is not reported in writing to the police.

**C. LIMITS OF INSURANCE**

1. Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Service do not reduce the amount of limit available for Expense Reimbursement coverage.
2. Expense Reimbursement coverage is subject to a limit of \$25,000 annual aggregate per "identity recovery insured." Regardless of the number of claims, this limit is the most we will pay for the total of all loss or expense arising out of all "identity thefts" to any one "identity recovery insured" which are first discovered by the "identity recovery insured" during a 12-month period starting with the beginning of the present annual policy period. If an "identity theft" is first discovered in one policy period and continues into other policy periods, all loss and expense arising from such "identity theft" will be subject to the aggregate limit applicable to the policy period when the "identity theft" was first discovered.
  - a. Legal costs as provided under paragraph d. of the definition of "identity recovery expenses" are part of, and not in addition to the Expense Reimbursement coverage limit.

- b. Lost Wages and Child and Elder Care Expenses as provided under paragraphs e. and f. of the definition of "identity recovery insured" are jointly subject to a sublimit of \$250. per day, not to exceed \$5,000. in total. This sublimit is part of, and not in addition to the Expense Reimbursement coverage limit. Coverage is limited to lost wages and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured."
- c. Mental Health Counseling as provided under paragraph g. of the definition of "identity recovery expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to the Expense Reimbursement coverage limit. Coverage is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured."

#### D. DEDUCTIBLE

Case Management Service is not subject to a deductible.

Expense Reimbursement coverage is subject to a deductible of \$250. Any one "identity recovery insured" shall be responsible for only one deductible under this Identity Recovery Coverage during any one policy period.

#### E. CONDITIONS

The following additional conditions are added to **Section F. – Commercial Property Conditions** and apply to this coverage:

##### 1. Assistance and Claims

For assistance, the "identity recovery insured" should call the **Identity Recovery Help Line at 1-877-CNA-ASAP (1-877-262-2727) CNA Claims.**

The Identity Recovery Help Line can provide the "identity recovery insured" with:

- a. Information and advice for how to respond to a possible "identity theft"; and
- b. Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management services at our expense to an "identity recovery insured" prior to a determination that a covered "identity theft" has occurred. Our provision of such services is not an admission of liability under the policy. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "identity theft" has not occurred.

As respects Expense Reimbursement coverage, the "identity recovery insured" must send to us within 60 days after our request, receipts, bills or other records that support his or her claim for "identity recovery expenses."

#### 2. Services

The following conditions apply as respects any services provided by us or our designees to any "identity recovery insured" under this endorsement:

- a. Our ability to provide helpful services in the event of an "identity theft" depends on the cooperation, permission and assistance of the "identity recovery insured."
- b. All services may not be available or applicable to all individuals. For example, "identity recovery insureds" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
- c. We do not warrant or guarantee that our services will end or eliminate all problems associated with an "identity theft" or prevent future "identity thefts."

#### 3. Computer Security

It is the responsibility of each "identity recovery insured" to use and maintain his or her computer system security, including personal firewalls, anti-virus software and proper disposal of used hard drives.

#### F. DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions are added to **Section G. – Property Definitions:**

- 1. "Identity Recovery Case Manager" means one or more individuals assigned by us to assist an "identity recovery insured" with communications we deem necessary for re-establishing the integrity of the personal identity of the "identity recovery insured." This includes, with the permission and cooperation of the "identity recovery insured," written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.
- 2. "Identity Theft" means the fraudulent use of the social security number or other method of identifying an "identity recovery insured." This includes fraudulently using the personal identity of an "identity recovery insured" to establish credit accounts, secure loans, enter into contracts or commit crimes.





**"Identity theft"** does not include the fraudulent use of a business name, d/b/a/ or any other method of identifying a business activity.

**"Identity theft"** does not include the unauthorized use of a valid credit card, credit account or bank account. However, "identity theft" does include the fraudulent alteration of account profile information, such as the address to which statements are sent.

**3. "Identity Recovery Expenses"** means the following when they are reasonable and necessary expenses that are incurred in the United States or Canada as a direct result of an "identity theft":

- a. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft."
- b. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of your efforts to report an "identity theft" or amend or rectify records as to your true name or identity as a result of an "identity theft."
- c. Costs for up to twelve (12) credit reports from established credit bureaus dated within 12 months after your knowledge or discovery of an "identity theft."

**d. Legal Costs**

Fees and expenses for an attorney approved by us for:

- (1) Defending any civil suit brought against an "identity recovery insured" by a creditor or collection agency or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as a result of an "identity theft"; and
- (2) Removing any civil judgment wrongfully entered against an "identity recovery insured" as a result of the "identity theft."

**e. Lost Wages**

Actual lost wages of the "identity recovery insured" for time reasonable and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self employment. Necessary time off does not include time off to do tasks that could reasonable have been done during non-working hours.

**f. Child and Elder Care Expenses**

Actual costs for supervision of children or elderly or infirm relatives or dependents of the "identity recovery insured" during time reasonable and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured."

**g. Mental Health Counseling**

Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured."

**4. "Identity Recovery Insured"** means the following:

- a. The owner of the entity insured under this policy who meets any of the following criteria:
  - (1) A sole proprietor of the insured entity;
  - (2) A partner in the insured entity; or
  - (3) An individual having an ownership position of 20% or more of the insured entity.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**RECORDING AND DISTRIBUTION OF MATERIAL OR  
INFORMATION IN VIOLATION OF LAW EXCLUSION**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**

- A.** The following exclusion is added to Section **B. EXCLUSIONS** of the Businessowners Liability Coverage Form:

**2. Exclusions**

This insurance does not apply to:

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

- B.** The following exclusion is added to Section **B. EXCLUSIONS**, Paragraph **p. Personal And Advertising Injury**:

**2. Exclusions**

This insurance does not apply to:

**(15) Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BUSINESS INCOME AND EXTRA EXPENSE –  
NEWLY ACQUIRED LOCATIONS**

This endorsement modifies insurance provided under the following:

BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM  
BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

The following coverage is added to your Businessowners Special Property Coverage Form under Paragraph **A.6. Coverage Extensions**.

Unless otherwise stated, payments made under the following Coverage Extension is subject to and not in addition to the applicable Limits of Insurance.

**Business Income and Extra Expense – Newly Acquired Premises**

1. When the Declarations show that you have coverage for Business Income and Extra Expense, you may extend that insurance to apply to the actual loss of Business Income and necessary Extra Expense you incur due to the "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by or resulting from a Covered Cause of Loss at any premises you newly acquire by purchase or lease (other than at fairs, trade shows or exhibitions).

2. The most we will pay under this coverage for the sum of Business Income and Extra Expense incurred is \$250,000 at each location.
3. Insurance under this extension for each newly acquired location will end when any of the following first occurs:
  - a. This policy expires;
  - b. 90 days expire after you acquire or begin to construct the property;
  - c. You report the location to us;
  - d. The Business Income or Extra Expense is more specifically insured.

We will charge you additional premium for locations reported from the date you acquire the property.

4. Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

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## Policy Holder Notice

### HOW TO REPORT A CLAIM

#### Thank you for choosing CNA!

With your CNA Connect® Businessowners Insurance Policy, you have insurance coverage tailored to meet the needs of your business. The international network of insurance professionals and the financial strength of CNA, rated "A" by A.M. Best, provide resources to help you manage the daily risks of your organization so you may focus on what's most important to you.

#### Claim Services

Claims are reported through a single point of entry available 24/7, connecting you to individuals and information to help you resume your business when you need it most.

- To report a loss go to [www.FNOLCNA.com](http://www.FNOLCNA.com) or send an email to [ReportClaim@FNOLCNA.com](mailto:ReportClaim@FNOLCNA.com), or call 833-FNOL-CNA (833-366-5262)
- To request loss runs send an email to [fsrmail@cnacentral.com](mailto:fsrmail@cnacentral.com)
- For additional questions call CNA Customer Service at (877)-574-0540, or contact your independent CNA Insurance Agent.

#### Policy Information

CNA representatives may ask you for some of the following information:

##### Insured Name:

Realogic HR  
4826 LIBERTY AVE

PITTSBURGH, PA 15227

##### Producer Information:

CHAMBERS INSURANCE AGENCY INC  
33 N. MAIN ST

WASHINGTON, PA 15301

##### Policy Number:

6025716265

##### Producer Processing Code:

059568

##### Policy Period:

08/19/2020 to 08/19/2021

New Business

##### CNA Branch:

PITTSBURGH BRANCH  
ONE PPG PLACE STE 2920

PITTSBURGH, PA 15222

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151 N. Franklin St.  
Chicago, IL 60606

| Policy Number   | From     | Policy Period | To | Coverage Is Provided By  | Agency    |
|---|----------|---------------|----|--|-----------|
| B6025716265   | 08/19/20 | 08/19/21      |    | Continental Casualty Company   | 059568020 |
| Named Insured And Address                               |          |               |    | Agent  |           |
| Realogic HR<br>4826 LIBERTY AVE<br>PITTSBURGH, PA 15227 |          |               |    | CHAMBERS INSURANCE AGENCY INC<br>33 N. MAIN ST<br>WASHINGTON, PA 15301 |           |

\*\* PAYMENT PLAN SCHEDULE \*\*

THE BILLING FOR THIS POLICY WILL BE  
FORWARDED TO YOU DIRECTLY FROM CNA.

THE PREMIUM AMOUNT FOR THIS TRANSACTION  
IS \$2,553.00 .

THIS PREMIUM WILL BE INVOICED BY CNA ON  
A SEPARATE STATEMENT ACCORDING TO THE  
PAYMENT OPTION YOU SELECT.

ISSUE DATE 08/19/20



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**END OF COPY**